

**STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182**

NASPO PROCUREMENT COOPERATIVE

INVITATION FOR BIDS #KPS-24923

REMANUFACTURED BIOBASED TONER CARTRIDGES

IFB OPENING DATE JANUARY 13, 2010 AT 2:00 P.M. CENTRAL TIME

STANDARD TERMS AND CONDITIONS

NOTICE TO BIDDERS: The State of South Dakota, Bureau of Administration, Office of Procurement Management, acting on behalf of the State of South Dakota, the National Association of State Procurement Officials (NASPO) Procurement Cooperative and other eligible purchasing agencies, will receive sealed bids to the hour specified for the commodities described by the specification(s) stated herein. Unless otherwise stated the bids will be opened in the Office of Procurement Management.

By submitting their bid, a bidder certifies that it has read the Solicitation, all attached documentation, and the SD Vendor's Manual, understands the same, and agrees that acceptance by the State of South Dakota of the bidder's offer by issuance of a purchase order, notice of awards or contract will create a binding agreement. Further, bidder agrees to fully comply with the provisions of SDCL 5-23, and amendments thereto, the SD Vendor's Manual and with the specifications and other documentary forms herewith made a part of this specific procurement. An on-line version of the South Dakota Vendor's Manual is available on the South Dakota Web Site located at www.state.sd.us/boa/opm. Exceptions to the South Dakota Vendor's Manual and other instructions are noted herein under "Special Instructions to the Bidder".

SPECIAL INSTRUCTIONS TO THE BIDDER

PROCUREMENT CONTACT INFORMATION:

Kathy Stasch, Purchasing Specialist
South Dakota Office of Procurement Management
Email: Kathy.Stasch@state.sd.us
Phone: 605-773-6877
Fax: 605-773-4840

SEALED BID: All bids submitted must be sealed.

PAPER BIDS: Bids submitted on paper must be in a sealed envelope labeled as shown below. The State's signature page (Attachment B) must be signed and submitted along with the bid. Pencil bids will not be accepted. Telephone and fax quotations will not be accepted. Bids may be faxed to a third party and will be accepted if they are clearly readable and are delivered to the Office of Procurement Management in a sealed envelope, as indicated above, along with any required bonding.

The United States Postal Service processes all letter size mail on OPTICAL CHARACTER READERS (OCR). Mail that is not in the proper format can be delayed. To prevent delays in receiving bids the following seven (7) line address MUST appear exactly as displayed.

**PMB 01231
IFB #KPS-24923
OPENING DATE JANUARY 13, 2010, 2:00 P.M. CENTRAL TIME
BUYER: KATHY STASCH
OFFICE OF PROCUREMENT MANAGEMENT
523 E CAPITOL AVE
PIERRE SD 57501-3182**

ELECTRONICALLY SUBMITTED BIDS. Bids may be submitted electronically only by approved bidders registered with the State of South Dakota through the electronic bid and response system (E-Procurement System) which has been implemented by the Office of Procurement Management.

BID BOND: Bidders will be required to submit with their bid a bid bond, bank cashier's check, bank money order or other approved security in the amount of \$1000.00 made payable to Procurement Management Director as a guarantee that they will enter into a contract. All bonds or forms of security must be original documents. Photocopies or facsimile copies are not acceptable.

For bids submitted electronically, the required bid bond must be submitted to the Office of Procurement Management prior to the opening. The envelope containing the bid bond must be addressed as indicated above.

PERFORMANCE BOND: Successful bidder(s) will be required, under the terms set out herein, to submit a performance bond, bank cashier's check, bank money order or other approved security in the amount of \$1000.00 made payable to Procurement Management Director. Bond forms are available upon request from the Office of Procurement Management. Only bonds issued by a Surety Company licensed to do business in South Dakota are acceptable. All bonds or forms of security must be of original documents. Photocopies and facsimile copies are not acceptable.

CONTRACT TERM: The contract(s) resulting from this solicitation will be for a period of one (1) year, from February 1, 2010 through January 31, 2011, inclusive. The State shall have the option to extend the contract for up to three (3) additional one (1) year periods. Notice shall be given by the State to the vendor at least 60 days prior to the termination of the contract, and the vendor shall agree to such extension within 30 days thereafter, before such extension period shall become effective.

CORPORATE REGISTRATION REQUIREMENTS: All corporations, limited liability companies, limited liability partnerships, limited partnerships, cooperatives and business trusts, must comply with the corporation registration requirements of South Dakota Secretary of State as outlined in SDCL Chapter 47 before transacting any business in the State of South Dakota. The bidder is responsible for determining whether or not their company is required to be registered. By signing and submitting their paper bid, or by submitting a bid electronically, the bidder certifies that their company will be in compliance with corporation registration requirements of the State of South Dakota prior to a contract being awarded as a result of a solicitation.

FOREIGN BIDDERS: Bidders residing outside the borders of the United States must complete and submit the "Foreign Bidder Affidavit" (Attachment D) with their bid stating the bidder's home country, state, or province does not enforce a preference for resident bidders, or if the bidder's home country, state, or province does enforce a preference for resident bidders, stating the nature and extent of that preference.

If a bidder submits an affidavit that falsely states that the bidder's home country, state, or province does not enforce a preference for resident bidders or that any preference is less than it actually is and if the false affidavit results in the bidder being awarded the contract, the bidder shall be penalized. The bidder's penalty will be the lesser of ten percent of its contract or the amount of the preference enforced by its home country, state, or province. In addition to this monetary penalty, the State of South Dakota may cancel the bidder's contract.

Failure to complete the affidavit may result in the bid being considered non-responsive.

ASSIGNMENT OF ANTITRUST CLAIMS: The bidder hereby agrees to convey, assign and transfer to the State of South Dakota all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States, 15 U.S.C.A. §1, et seq. (1973), and under the antitrust laws of the State of South Dakota, SDCL 37-1, and amendments thereto, relating to the particular goods, services and materials purchased by the State of South Dakota in connection with this bid.

SOLICITATION SPECIFICATIONS: Any and all changes to the solicitation specifications by the bidder must be clearly and specifically noted either on the bid or on a separate sheet attached to the bid. If no changes are indicated on the bid it will be assumed that the bidder is bidding as per the stated specification. If the bid is being submitted electronically, the item will be designated as meeting all required specifications by selecting the "Quoted as Specified" checkbox. If an alternate bid is being

submitted, details of all deviations from the specifications will be documented within the response notes of that item and the "Quoted as Specified" checkbox WILL NOT be selected. If submitting a paper bid, only return the specification pages for items you are bidding. It is not necessary to return the entire document if you are not bidding on every item. It is not necessary to submit a "no bid" response to this Solicitation.

ALTERNATE BRAND NAME BIDS: Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal", if not inserted, shall be implied. Manufacturer names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item. If the bid is being submitted electronically, the item will be designated as meeting all specifications by selecting the "Quoted as Specified" checkbox.

Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the Vendor to indicate the brand names and model/catalog numbers, and to provide evidence of the equality of the items to the products specified in the solicitation. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. The State will be the sole judge of whether such alternates are equivalent to the items specified. The State reserves the right to waive immaterial variations in the specifications.

If an alternate bid is being submitted electronically, details will be documented within the response notes of that item and the "Quoted as Specified" checkbox WILL NOT be selected. Failure to comply with these requirements may render your bid non-responsive.

The State reserves the right to determine which products offered would best meet its requirements. Said determination will be made in the State's best interest and shall, therefore, be considered final.

METHOD OF AWARD: The State reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota and the NASPO Procurement Cooperative.

TABULATIONS: Bidders and the public are invited, but not required, to attend the formal opening of bids. No decisions related to an award of a contract or purchase order will be made at the opening. Buyers will not communicate prices after the opening, in response to a telephone request. After an award has been made the bid tabulation will be available to registered bidders through the e-procurement system. A copy of the bid tabulation will be sent to any bidder without Internet capabilities who requests it and who provides a self-addressed, stamped envelope.

USE OF RECYCLED OR BIOBASED MATERIALS: This solicitation specifies products that are composed of recycled and biobased materials. Because of this, the State of South Dakota preference for such materials will not apply to the award of any contract resulting from this solicitation. Bidders are required to provide documentation of the recycled content of their products by completing the Recycled Materials Content Form (Attachment C) and submitting it with their bid. For Biobased products, bidders are required to provide **documentation of certification under the USDA Biopreferred Program, or other documentation as evidence that the product being offered meets the definition for biobased products.**

CATALOG BID: The State of South Dakota and the NASPO Procurement Cooperative desire that the successful vendor provide an online catalog solution that can be utilized by all eligible participants to place orders for the items included on the master agreement. The online catalog must be secure and provide only contract pricing as approved by the State of South Dakota and NASPO. The State of South Dakota and NASPO participants will review the successful vendor's online catalog solution, if offered, to determine if it is acceptable.

The State of South Dakota converts bids submitted through our E-Procurement System, hosted by Mercury Commerce Solutions, into online contract catalogs. If the successful vendor has not submitted their bid through the State's E-Procurement System, and does not have its own hosted online catalog which the State of South Dakota and other participating states and purchasing entities can use to purchase directly from the selected vendor, the vendor will be required to submit an Excel spreadsheet to the State of South Dakota which will include the required item information for conversion to an electronic catalog through the State's E-Procurement System. The Excel spreadsheet will be provided to the

vendor by the State in the required format. The successful vendor must cooperate with the State and Mercury Commerce Solutions to complete conversion of the vendor's awarded items to an electronic catalog.

ADMINISTRATIVE SERVICE FEE: The NASPO Board of Directors and the NASPO Cooperative Purchasing Committee have approved an administrative service fee of 0.5% for the contract(s) resulting from this solicitation. **The administrative service fee is not negotiable.** The Contractor shall pay the administrative service fee in accordance with the Terms and Conditions state in this solicitation. The bid prices submitted shall include the administrative fee, which may not be charged as a separate item.

The Contractor is required to pay quarterly an administrative fee of one half of one percent, 0.5% (0.005), on ALL sales under this contract on the following schedule:

<u>Calendar Quarter Ending</u>	<u>Payment Due</u>
March 31 (for Jan, Feb and Mar)	April 30
June 30 (for Apr, May and Jun)	July 31
September 30 (for Jul, Aug and Sep)	October 31
December 31 (for Oct, Nov and Dec)	January 31

Contractor will submit a form and payments to NASPO as directed by the Lead State contract administrator in the master price agreement.

Some participating States may require an additional fee be paid directly to them on purchases made by the purchasing entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in the "Participating Addendum" between the participating State and the Contractor that is made a part of the contract. The Contractor may increase pricing for individual States that require an additional administrative service fee, in an amount not to exceed the additional fee requirement. **All such individual State participating agreements shall have no effect on the administrative fees or prices/discounts associated with the resulting master agreement.**

PARTICIPANTS: The National Association of State Procurement Officials ("NASPO") is a national association of Chief Procurement Officers that has established a procurement cooperative for state government departments, institutions and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the NASPO Member States and territories of the United States.

Obligations under contracts that result from this cooperative procurement are limited to those states and other eligible purchasing entities that execute a Participating Addendum.

Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds.

Participating States incur no financial obligations on behalf of political subdivisions.

Unless otherwise specified in the solicitation, the resulting master price agreement(s) will be permissive.

DEFINITIONS:

"Biobased" means composed wholly or in significant part of biological products including renewable agricultural materials or forestry materials;

"Lead State" means the State conducting this cooperative solicitation and centrally administering any resulting master price agreement with the permission of the Signatory States.

"Master Price Agreement" means this cooperative solicitation and contract, between the designated Lead State and the awarded contractors.

"Offer" or **"Bid"** or **"Proposal"** refers to the offer submitted in response to a solicitation, whether denominated as an invitation to bid, invitation for bid, request for proposal, or otherwise.

"Bidder" or **"Offeror"** similarly refers to the person, company, or other entity submitting the bid or proposal that constitutes an offer capable of acceptance, regardless of the solicitation method used.

“Permissive Price Agreement” means that placement of orders through the price agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the master price agreement without using statutory or regulatory procedures (e.g. invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the master price agreement so long as applicable procurement statutes and rules are followed.

“Participating Addendum” means a bilateral agreement executed by a contractor and a Participating State (or a political subdivision with the consent of its state’s chief procurement officer) that clarifies the operation of the master price agreement for the State concerned, e.g. ordering procedures specific to a State, and may add other state-specific language or other requirements.

“Participating State” means a Signatory State that has indicated its intent to participate in a specific cooperative procurement/master price agreement by executing an Intent to Participate, or who has subsequently executed a Participating Addendum where required.

“Purchasing Entity” means a Participating State, or other legal entity, properly authorized by a Participating State to enter into a contract for the purchase of goods and/or services described in the cooperative procurement. Unless otherwise limited in the cooperative procurement or in a Participating Addendum, political subdivisions of Participating States are deemed Purchasing Entities.

"Postconsumer Material" means products generated by a business or consumer that have served their intended end uses and that have been separated or diverted from solid waste for purpose of collection, recycling and disposition;

"Recovered Material" means material which is recovered or derived from solid waste.

"Recycled" means the quality of being manufactured from or consisting of, in whole or part, materials derived from solid waste;

“Signatory State” means any State who is a member of NASPO that has executed the Memorandum of Agreement (MOA) required to become a member of the NASPO Procurement Cooperative.

QUANTITY ESTIMATES: Estimated quantities are informational and not to be construed as a warranty of accuracy of historical or anticipated volumes or a guarantee to purchase any amount.

SAMPLES: Generally, when required, samples will be specifically requested in the solicitation. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated during testing, samples will be returned at an offeror’s request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Offered prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF BIDS AND PROPOSALS: Bids may be modified or withdrawn prior to the time set for receipt of bids. After bid opening, a bidder will be permitted to withdraw its bid only at the discretion of the Procurement Management Director, where there is an obvious error in the bid supported by cost data, or where enforcement of the bid would impose an undue hardship due to an error in the bid resulting in a quotation substantially below the other bids received. Such withdrawal will be considered only after receipt of a written request from the bidder.

PATENTS, COPYRIGHTS, ETC: The Contractor shall release, defend, indemnify, and hold harmless NASPO, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of NASPO, the Participating States and the Purchasing Entities, from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopied composition, process, patented or unpatented invention, article or appliance furnished or used in performance of this contract.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the solicitation, designed to limit independent bidding or competition.

TERMINATION: Unless otherwise stated in the solicitation, any master price agreement entered into as a result of this solicitation may be terminated by either party upon 60-days notice, in writing, prior to the effective date of the termination. Further, any Participating State may terminate its participation upon 30-days written notice, unless otherwise limited or stated in the special terms and conditions of the solicitation. Any termination under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order.

DEFAULT AND REMEDIES:

A. Any of the following shall constitute cause to declare the master price agreement or any order under this master price agreement in default:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this master price agreement.

B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the master price agreement), a Participating State (in the case of a breach of the Participating Addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.

C. If the default remains after the opportunity for cure, the non-defaulting party may:

- (1) Exercise any remedy provided by law or equity;
- (2) Terminate the master price agreement or any portion thereof, including any orders issued against the master price agreement;
- (3) Impose liquidated damages, as specified in the solicitation or master price agreement;
- (4) In the case of default by the contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend contractor from receiving future solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions in the solicitation, the special terms and conditions shall govern.

REPORTS: The contractor shall submit sales reports and an administrative fee quarterly report as directed by the Lead State contract administrator in the master price agreement, and upon request to any Participating State. Sales reports will include the information specified by the Lead State contract administrator in the master price agreement.

HOLD HARMLESS: The contractor shall release, defend, indemnify and hold harmless NASPO, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of NASPO, the Participating States and the Purchasing Entities, from and against any damage, cost or liability, including reasonable attorneys fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, its employees or subcontractors or volunteers.

ORDER NUMBERS: Master price agreement numbers and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW AND VENUE: This procurement shall be governed and the resulting master price agreement construed in accordance with the laws of the State of South Dakota. The construction and effect of any Participating Addendum or order against the master price agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the master price agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the master price agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any NASPO state agency or purchasing entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. **No minimum order or shipment amount will be allowed.** All items in common usage are to be delivered within **five days from the date of purchase order.** The Contractor shall provide written notification to the ordering agency at time of order if items are not available for immediate delivery.

WARRANTY: The contractor acknowledges that the Uniform Commercial Code applies to this master price agreement. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the has relied on the contractor's skill or judgment to consider when it advised the about the product, (e) the product has been properly designed and manufactured, and (f) the product is free of significant defects or unusual problems about which the has not been warned.

AMENDMENTS: The terms of the master price agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Director of the South Dakota Office of Procurement Management.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this master price agreement, in whole or in part, without the prior written approval of the Director of the South Dakota Office of Procurement Management..

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to Participating State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This master price agreement may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this master price agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the master price agreement did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this master price agreement shall be subject to inspection and testing by the Purchasing Entity at times and places determined by the Purchasing Entity. If the Purchasing Entity finds goods furnished to be incomplete or not in compliance with proposal specifications, the Purchasing Entity may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Purchasing Entity, the Purchasing Entity may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Purchasing Entity's rights including the rights and remedies under the Uniform Commercial Code.

PAYMENT: Payment for completion of a master price agreement order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. The Contractor may assess overdue account charges on the outstanding balance in accordance with, and up to the maximum allowed by, the laws of the participating state. Payments may be remitted by mail or electronic funds transfer. Payments may also be made via a Purchasing Entity's "Purchasing Card". The successful vendor may not charge additional costs or fees as a condition of use of a purchasing card as payment under the master price agreement.

FORCE MAJEURE: Neither party to this master price agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this master price agreement after determining such delay or default will reasonably prevent successful performance of the master price agreement.

HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of receipt of bids. Prices must remain firm for the full term of the master price agreement.

Price increases will be considered only at the time of renewal or extension of the master price agreement. Dated manufacturer's printed price sheets or similar documentary evidence must support written requests for price increases. This evidence must be presented to the lead state and NASPO for review, and if approved, the new pricing will become effective on the date the extension becomes effective. Prices will remain firm for the duration of the extended term of the master price agreement.

If the price for items in the master price agreement becomes unreasonable in view of changing market conditions, the South Dakota Bureau of Administration, Office of Procurement Management may cancel the master agreement or adjust the master agreement price to meet the changing market conditions if it is necessary to obtain necessary materials at the required time. Any master agreement price adjustment shall be justified in writing by the contractor to the Office of Procurement Management. No price adjustment may allow for increased management costs or for an increase in the dollar amount of profit for the contractor having the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: NASPO and the lead state are not liable for any costs incurred by the offeror in preparation of the bid or proposal.

CERTIFICATION REGARDING CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any Participating State to any officer or employee of NASPO or Participating States to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the Participating States to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for NASPO or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this master price agreement by political subdivisions (i.e., statutorily eligible colleges, school districts, counties, cities, etc.) of the NASPO participating states shall be voluntarily determined by the political subdivision.

After the solicitation has closed, and an award has been made, additional non-NASPO purchasing entities in non-Participating States may be added with the consent of the chief procurement official in the non-Participating State, the contractor and the Lead State (on behalf of the NASPO Participating States) through the execution of an agreement as required by the lead state, and the execution of a Participating Addendum.

The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

CERTIFICATION REGARDING DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the lead state and NASPO.

RECORDS ADMINISTRATION: The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this master price agreement. These records will be retained by the Contractor for at least four years after the master price agreement terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The Contractor agrees to allow NASPO, State and Federal auditors, and state agency staff access to all the records related to this master price agreement, and the right to copy those records, for audit, inspection and monitoring of services. Such access will be during normal business hours, or by appointment.

PRICES AS CEILING:

Master Price Agreement prices represent ceiling prices for the supplies and services priced in the master price agreement. The vendor shall report to the Lead State any price reduction or discount, or other more favorable terms, offered to any Participating Entity.

In instances NOT related to the established standards, committed volumes or volume bulk purchases of a participating state or states, the awarded vendor agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders.

STATE PARTICIPATION/UNIQUE TERMS AND CONDITIONS:

Apart from the Lead State conducting the solicitation, the States indicated on Attachment A have signified their initial intent to participate in a Master Price Agreement resulting from this Solicitation. Attachment A of the Solicitation includes any significant modifications to these terms and conditions or State-specific provisions required by the laws, regulations, or procurement practices of the State(s). Final participation in the Master Price Agreement by the State(s) shall be signified through the execution of a Participating Addendum.

After the solicitation has closed and an award has been made, additional NASPO Procurement Cooperative member States may be added with the consent of the contractor and the Lead State (on behalf of the NASPO Participating States) through execution of a Participating Addendum.

TERMS & CONDITIONS: These pages constitute the entire terms and conditions. If the bidder attempts to alter these terms and conditions or substitute any terms and conditions of their own that are contrary, their bid may be considered non-responsive.

REMANUFACTURED CARTRIDGE SPECIFICATIONS AND CERTIFICATION

The specifications identified in this section are the minimum standards acceptable under this IFB and any resulting contract.

For each toner cartridge offered, the bidder must indicate the following information in the Vendor Response Notes area of each line item:

- The amount of biobased content in the toner used in each cartridge; and
- The stated yield of each toner cartridge offered based on ISO 19752 methodology and test target.

The vendor may provide this information on a separate document attached or included with the bid, as an alternative to providing the information on each line item.

Remanufactured Laser Toner Cartridge Specifications: All components used in the construction of remanufactured cartridges **must** meet OEM standards. All components shall be dismantled and examined for damage and/or excessive wear. These include, but are not limited to:

- Wand (If applicable)
- A new or ultrasonically cleaned corona wire (If applicable)
- PCR Rollers must be new or recoated (If applicable)
- Cartridge must be sealed with a pressure sensitive seal that meets OEM standards; air tested at 2lbs for 30 seconds and leak proof. The seal shall be readily removable by the user at time of installation. Any cartridge that shows evidence of toner leakage through improper sealing shall be termed defective and replaced by the contractor. Hard card seals or equivalent are acceptable when products are hand deliveries.
- OEM drum must be replaced at the time of first cycle of remanufacture. Thereafter drum must be tested and replaced as required due to wear or damage at end of specified duty cycle.
- Wiper blades may be treated to comply with OEM standards and are acceptable for reuse.
- Replace pins, clips foams, doctor blades, mag rollers, felts, etc. as needed
- Print yield shall be equal to or exceed OEM rating for each cartridge. Yield shall be determined by the use of the standard pattern which features **5% toner coverage and based on ISO 19752 methodology and test target.**
- Serial number/lot number must be visible to the end user.
- Exterior surfaces shall be thoroughly cleaned, with all traces of old labels and toner removed entirely.
- **Toner must be biobased and not petroleum based.**

Supply Packaging. Packaging for all supplies **must** comply with the following specifications:

- Each cartridge **must** be packaged and sealed in a way that would adequately protect it from light, heat, moisture, vibration and static electricity while it is shipped, handled and stored by the Contractor, Purchasing entity and any third party. The packaging will be sealed so its contents are completely protected from the outside elements.
- It is **desirable** that the cartridge be boxed with a protective cushion (insert) to prevent damage in shipment.
- It is **desirable** that all corrugated packaging contain a minimum of 35% post-consumer recycled content.
- Packaging **must** be constructed to permit users to re-package empty cartridges for return to contractor.

All supply packages **must** include the following materials:

- All pertinent installation and maintenance instructions,
- Instructions for return of empty cartridges including a phone number for resolving,
- Pre-paid return labels (UPS/Postal Service)
- Test sheets from the final cartridge,
- Labels affixed to the carton **must** include cartridge model number and compatible printers (for reference only),
- Name and address of the Contractor and toll free number for access to a technical/customer service representative **must** be visible on carton and cartridge,

- The external carton **must** identify cartridge type (make and model), the vendor's name and it is **highly desirable** that the date of remanufacture and use by date for shelf life and inventory purposes also appear on the external carton.

Supply Warranty/Performance Guarantee. Remanufactured cartridges **must** have a lifetime warranty (according to shelf life/expiration date).

Cartridges **must** be free from defects in materials and workmanship and **must** consistently produce copies and/or prints of excellent quality. The Supply Contractor **must** repair, replace or refund any and all cartridges, which the purchasing entity deems unsatisfactory.

If the purchasing entity and the Contractor agree that a supply item has caused damage to the equipment, the Contractor will pay for all costs of repair to return the equipment to operating condition. Upon receipt or determination of a defective supply item, the Supply Contractor shall replace the defective supply item free of charge or issue a credit for the next purchase within 5 days, upon agreement with the Eligible Entity.

Bidders are required to provide a written policy concerning warranty or guarantee.

Recycling of Supplies. The State has established a goal to recycle empty cartridges and other recyclable supply items in order to reduce the volume of these products in the waste stream and to encourage the reuse of such materials. Pursuant to this goal, Bidders **must** offer customers an effective and reliable means of returning all recyclable empty supply items in accordance with the following **requirements:**

- The method and expense of conducting such supply item returns **must** be the sole responsibility of the awarded contractors and may be conducted by either contractor/subcontractor pick-up, prepaid return shipment label, or both.
- Pick up and deliveries **must** be made during regular business hours and within no more than seven business days of request for pickup.
- Failure or refusal to pick up used supply items or inability to successfully resolve a pick up issue may result in a per incident or other penalty determined by the lead state master price agreement administrator.
- Eligible Entities shall be responsible to return empty supply items with insert in the original packaging in which it was received.

After contract award, all contractors **must** at the time of first supply delivery and then consistently throughout the duration of the contract:

- Inform Eligible Entities about the procedure for recycling used supply items;
- Provide a phone number for resolving issues with supply recycling.

Bidders **must** also include in their response:

- The proposed detailed plan for recovering used supply items, which must include:
 - A sample instruction sheet(s) and sample pre-paid freight labels (if a prepaid return shipment label program is offered); or
 - A written statement guaranteeing that the Bidder will pick up used supply items from Eligible Entities (if a contractor pickup program is offered); or
 - A written, signed and dated agreement between the Bidder and a subcontractor describing the recycling program and committing the subcontractor to performing used supply item pick-ups (if the recycling program is offered through a third party), and/or
 - Any other proof that an effective recycling program will be offered.
- Information on :
 - Which cartridges the Bidder is capable of recycling/remanufacturing;
 - Any trade-in allowance offered for each brand;
 - Any criteria which deems a cartridge unacceptable;
 - If items are to be hand delivered, include box and other applicable labels;
 - Repackaging instructions.

Vendor Response Line Item Input

Purchasing Entity: South Dakota Office of Procurement Management
Bid ID: 24923
Bid Description: REMANUFACTURED BIOBASED TONER CARTRIDGES
IFB Number: IFB KPS-24923

NOTE: LINE ITEMS MAY CARRY OVER ONTO THE NEXT PAGE. NOTES IN ITEM 1 APPLY TO ALL ITEMS IN THIS BID.

Line Number	Lot Code	Item Description	Item Manufacturer	Item Part #	Vendor Reference #	Purchase Unit	Units Required	Unit Price	Total Price
1		BIOBASED REMANUFACTURED HP 92274A BLACK TONER CARTRIDGE FOR 4L/4P/4MP				1 - 1.0000 Each Purchase	1		

Item Notes:

For each toner cartridge offered, the bidder must indicate the following information in the Vendor Response Notes area of each line item: 1. The amount of biobased content in the toner used in each cartridge; 2. The stated yield of each toner cartridge offered based on ISO 19752 methodology and test target. The vendor may provide this information on a separate document attached or included with the bid, as an alternative to providing the information on each line item.

Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

2		BIOBASED REMANUFACTURED HP 92298A BLACK TONER CARTRIDGE FOR 4/4+/5/5N/5M				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

3		BIOBASED REMANUFACTURED HP C3903A BLACK TONER CARTRIDGE FOR 5P/6P/5MP				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

4		BIOBASED REMANUFACTURED HP C3906A BLACK TONER CARTRIDGE FOR 5L/6L				1 - 1.0000 Each Purchase	1		
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Line Number	Lot Code	Item Description	Item Manufacturer	Item Part #	Vendor Reference #	Purchase Unit	Units Required	Unit Price	Total Price
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

4 cont'd

5		BIOBASED REMANUFACTURED HP C3909A BLACK TONER CARTRIDGE FOR 5SI/8000				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

6		BIOBASED REMANUFACTURED HP C4092A BLACK TONER CARTRIDGE FOR 1100				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

7		BIOBASED REMANUFACTURED HP C4096A BLACK TONER CARTRIDGE FOR 2100/2200				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

8		BIOBASED REMANUFACTURED HP C4127X BLACK TONER CARTRIDGE FOR 4000/4050				1 - 1.0000 Each Purchase	1		
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Line Number	Lot Code	Item Description	Item Manufacturer	Item Part #	Vendor Reference #	Purchase Unit	Units Required	Unit Price	Total Price
Vendor Response Notes: Quoted as Specified, Yes / No (circle one).									
8									
8 cont'd									
9		BIOBASED REMANUFACTURED HP C4129X BLACK TONER CARTRIDGE FOR 5000/5100				1 - 1.0000 Each Purchase	1		
Vendor Response Notes: Quoted as Specified, Yes / No (circle one).									
10		BIOBASED REMANUFACTURED HP C4182X BLACK TONER CARTRIDGE 8100/8150				1 - 1.0000 Each Purchase	1		
Vendor Response Notes: Quoted as Specified, Yes / No (circle one).									
11		BIOBASED REMANUFACTURED HP C7115X BLACK TONER CARTRIDGE FOR 1000/1200				1 - 1.0000 Each Purchase	1		
Vendor Response Notes: Quoted as Specified, Yes / No (circle one).									
12		BIOBASED REMANUFACTURED HP C8061X BLACK TONER CARTRIDGE FOR 4100				1 - 1.0000 Each Purchase	1		

Line Number	Lot Code	Item Description	Item Manufacturer	Item Part #	Vendor Reference #	Purchase Unit	Units Required	Unit Price	Total Price
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

12 cont'd

13		BIOBASED REMANUFACTURED HP C8543X BLACK TONER CARTRIDGE FOR 9000/9050				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

14		BIOBASED REMANUFACTURED HP Q1338A BLACK TONER CARTRIDGE FOR 4200				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

15		BIOBASED REMANUFACTURED HP Q1339A BLACK TONER CARTRIDGE FOR 4300				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

16		BIOBASED REMANUFACTURED HP Q2610A BLACK TONER CARTRIDGE FOR 2300				1 - 1.0000 Each Purchase	1		
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Line Number	Lot Code	Item Description	Item Manufacturer	Item Part #	Vendor Reference #	Purchase Unit	Units Required	Unit Price	Total Price
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

16 cont'd

17		BIOBASED REMANUFACTURED HP Q2612A BLACK TONER CARTRIDGE FOR 1010/1012/1018/1020/1022				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

18		BIOBASED REMANUFACTURED HP Q2613X BLACK TONER CARTRIDGE FOR 1300				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

19		BIOBASED REMANUFACTURED HP Q2624X BLACK TONER CARTRIDGE FOR 1150				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

20		BIOBASED REMANUFACTURED HP Q5942A BLACK TONER CARTRIDGE FOR 4240				1 - 1.0000 Each Purchase	1		
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Line Number	Lot Code	Item Description	Item Manufacturer	Item Part #	Vendor Reference #	Purchase Unit	Units Required	Unit Price	Total Price
Vendor Response Notes: Quoted as Specified, Yes / No (circle one).									
20		cont'd							
21		BIOBASED REMANUFACTURED HP Q5942X BLACK TONER CARTRIDGE FOR 4250/4350				1 - 1.0000 Each Purchase	1		
Vendor Response Notes: Quoted as Specified, Yes / No (circle one).									
22		BIOBASED REMANUFACTURED HP Q5945A BLACK TONER CARTRIDGE FOR 4345				1 - 1.0000 Each Purchase	1		
Vendor Response Notes: Quoted as Specified, Yes / No (circle one).									
23		BIOBASED REMANUFACTURED HP Q5949A BLACK TONER CARTRIDGE FOR 1160				1 - 1.0000 Each Purchase	1		
Vendor Response Notes: Quoted as Specified, Yes / No (circle one).									
24		BIOBASED REMANUFACTURED HP Q5949X BLACK TONER CARTRIDGE FOR 1320				1 - 1.0000 Each Purchase	1		

Line Number	Lot Code	Item Description	Item Manufacturer	Item Part #	Vendor Reference #	Purchase Unit	Units Required	Unit Price	Total Price
Vendor Response Notes: Quoted as Specified, Yes / No (circle one).									
24		cont'd							
25		BIOBASED REMANUFACTURED HP Q6511X BLACK TONER CARTRIDGE FOR 2420				1 - 1.0000 Each Purchase	1		
Vendor Response Notes: Quoted as Specified, Yes / No (circle one).									
26		BIOBASED REMANUFACTURED HP Q7551X BLACK TONER CARTRIDGE FOR P3005				1 - 1.0000 Each Purchase	1		
Vendor Response Notes: Quoted as Specified, Yes / No (circle one).									
27		BIOBASED REMANUFACTURED HP Q7553X BLACK TONER CARTRIDGE FOR P2015				1 - 1.0000 Each Purchase	1		
Vendor Response Notes: Quoted as Specified, Yes / No (circle one).									
28		BIOBASED REMANUFACTURED HP C4890A BLACK TONER CARTRIDGE FOR 1055				1 - 1.0000 Each Purchase	1		

Line Number	Lot Code	Item Description	Item Manufacturer	Item Part #	Vendor Reference #	Purchase Unit	Units Required	Unit Price	Total Price
Vendor Response Notes: Quoted as Specified, Yes / No (circle one).									
28		cont'd							
29		BIOBASED REMANUFACTURED HP C4844A BLACK TONER CARTRIDGE FOR 800PS				1 - 1.0000 Each Purchase	1		
Vendor Response Notes: Quoted as Specified, Yes / No (circle one).									
30		BIOBASED REMANUFACTURED HP 51645A BLACK TONER CARTRIDGE FOR 1600C				1 - 1.0000 Each Purchase	1		
Vendor Response Notes: Quoted as Specified, Yes / No (circle one).									
31		BIOBASED REMANUFACTURED HP 51633M BLACK TONER CARTRIDGE FOR 340				1 - 1.0000 Each Purchase	1		
Vendor Response Notes: Quoted as Specified, Yes / No (circle one).									
32		BIOBASED REMANUFACTURED HP C9351AN BLACK TONER CARTRIDGE FOR 3920/3940				1 - 1.0000 Each Purchase	1		

Line Number	Lot Code	Item Description	Item Manufacturer	Item Part #	Vendor Reference #	Purchase Unit	Units Required	Unit Price	Total Price
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

32 cont'd

33		BIOBASED REMANUFACTURED HP C6656AN BLACK TONER CARTRIDGE FOR 450CI/450CBI/5510				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

34		BIOBASED REMANUFACTURED HP C8767WN#140 BLACK TONER CARTRIDGE FOR 5740/6540/6840				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

35		BIOBASED REMANUFACTURED HP C9385AN#140 BLACK TONER CARTRIDGE FOR 5400/L7590				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

36		BIOBASED REMANUFACTURED HP 51629A BLACK TONER CARTRIDGE FOR 692/670				1 - 1.0000 Each Purchase	1		
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Line Number	Lot Code	Item Description	Item Manufacturer	Item Part #	Vendor Reference #	Purchase Unit	Units Required	Unit Price	Total Price
Vendor Response Notes: Quoted as Specified, Yes / No (circle one).									
36 cont'd									
37		BIOBASED REMANUFACTURED HP C6615DN BLACK TONER CARTRIDGE FOR 810/812/840/842				1 - 1.0000 Each Purchase	1		
Vendor Response Notes: Quoted as Specified, Yes / No (circle one).									
38		BIOBASED REMANUFACTURED HP 8765WN BLACK TONER CARTRIDGE FOR 470				1 - 1.0000 Each Purchase	1		
Vendor Response Notes: Quoted as Specified, Yes / No (circle one).									
39		BIOBASED REMANUFACTURED HP C8765WN#140 BLACK TONER CARTRIDGE FOR 7210				1 - 1.0000 Each Purchase	1		
Vendor Response Notes: Quoted as Specified, Yes / No (circle one).									
40		BIOBASED REMANUFACTURED HP Q3960A BLACK TONER CARTRIDGE FOR 2550				1 - 1.0000 Each Purchase	1		

Line Number	Lot Code	Item Description	Item Manufacturer	Item Part #	Vendor Reference #	Purchase Unit	Units Required	Unit Price	Total Price
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

40 cont'd

41		BIOBASED REMANUFACTURED HP Q6000A BLACK TONER CARTRIDGE FOR 2600				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

42		BIOBASED REMANUFACTURED HP C7115X BLACK TONER CARTRIDGE FOR 3300				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

43		BIOBASED REMANUFACTURED HP Q6470A BLACK TONER CARTRIDGE FOR 3800				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

44		BIOBASED REMANUFACTURED HP C4191A BLACK TONER CARTRIDGE FOR 4550				1 - 1.0000 Each Purchase	1		
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Line Number	Lot Code	Item Description	Item Manufacturer	Item Part #	Vendor Reference #	Purchase Unit	Units Required	Unit Price	Total Price
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

44 cont'd

45		BIOBASED REMANUFACTURED HP C9720A BLACK TONER CARTRIDGE FOR 4600/4650				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

46		BIOBASED REMANUFACTURED HP Q5950A BLACK TONER CARTRIDGE FOR 4700				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

47		BIOBASED REMANUFACTURED HP C9730A BLACK TONER CARTRIDGE FOR 5550				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

48		BIOBASED REMANUFACTURED HP CB380A BLACK TONER CARTRIDGE FOR 6015				1 - 1.0000 Each Purchase	1		
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Line Number	Lot Code	Item Description	Item Manufacturer	Item Part #	Vendor Reference #	Purchase Unit	Units Required	Unit Price	Total Price
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

48 cont'd

49		BIOBASED REMANUFACTURED HP C4149A BLACK TONER CARTRIDGE FOR 8500/8550				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

50		BIOBASED REMANUFACTURED HP C8550A BLACK TONER CARTRIDGE FOR 9500				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

51		BIOBASED REMANUFACTURED HP CC530A BLACK TONER CARTRIDGE FOR 2320				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

52		BIOBASED REMANUFACTURED HP C5011DN BLACK TONER CARTRIDGE FOR 7130				1 - 1.0000 Each Purchase	1		
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Line Number	Lot Code	Item Description	Item Manufacturer	Item Part #	Vendor Reference #	Purchase Unit	Units Required	Unit Price	Total Price
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

52 cont'd

53		BIOBASED REMANUFACTURED HP C8765WN#140 BLACK TONER CARTRIDGE FOR 7210/6940				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

54		BIOBASED REMANUFACTURED HP C4906A BLACK TONER CARTRIDGE FOR 8000				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

55		BIOBASED REMANUFACTURED HP C9364WN BLACK TONER CARTRIDGE FOR 2575/8050/D5160/6310				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

56		BIOBASED REMANUFACTURED HP C8727AN BLACK TONER CARTRIDGE FOR 7150/7350/7550				1 - 1.0000 Each Purchase	1		
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Line Number	Lot Code	Item Description	Item Manufacturer	Item Part #	Vendor Reference #	Purchase Unit	Units Required	Unit Price	Total Price
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

56 cont'd

57		BIOBASED REMANUFACTURED CANON 1559A002AA FAX CARTRIDGE FOR FX-6				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

58		BIOBASED REMANUFACTURED CANON 7621A001AA FAX CARTRIDGE FOR FX-7				1 - 1.0000 Each Purchase	1		
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Vendor Response Notes: Quoted as Specified, Yes / No (circle one).

ATTACHMENT A

STATE PARTICIPATION/UNIQUE TERMS AND CONDITIONS

The following States are members of the NASPO Procurement Cooperative and have indicated their initial intent to participate in the contract(s) resulting from this solicitation:

1. South Dakota – Lead State -
2. North Dakota
3. Iowa
4. Nebraska

Unique terms and conditions for each of the participating states are included on the following pages:

SPECIAL TERMS AND CONDITIONS FOR THE STATE OF NORTH DAKOTA

SCOPE OF WORK. This Participation Addendum covers the NASPO Remanufactured Biobased Toner Cartridge Contract, lead by the State of South Dakota, for use by the Participating State's agencies, boards, bureaus, commissions, institutions of higher education and other North Dakota government and education (public primary and secondary) entities that are authorized to purchase from contracts established for and by the Participating State and located in the Participating State. This Addendum is not a purchase order and it does not guarantee any purchases will be made by any Participating State procuring agency. Each Participating State procuring agency is responsible for complying with any laws that regulate its individual purchase authority.

PARTICIPATION. Use of this NASPO cooperative purchasing contract by North Dakota state agencies, political subdivisions and other entities is authorized pursuant to N.D.C.C. § 54-44.4-13. Issues of interpretation and eligibility for participation shall be determined by the North Dakota Office of Management and Budget, State Procurement Office.

1. MERGER AND MODIFICATION, ORDER OF PRECEDENCE

This Participation Addendum and the Master Contract together with all the attachments set forth constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Addendum. This Addendum may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties. Notwithstanding, documents within this contract, the documents must control in this order of precedence:

- a. Terms of this Participating Addendum and any exhibits;
- b. Master Contract for NASPO Remanufactured Biobased Toner Cartridge
- c. State of South Dakota's Invitation for Bid # KPS-24923;
- d. Contractor's Bid Response, as dated.

2. REGISTRATION REQUIREMENTS. Pursuant to N.D.C.C. § 54-44.4-09, the Contractor must become an approved vendor by registering with the North Dakota Secretary of State (fees apply) and the State Procurement Office (no fees) at www.nd.gov/spo/vendor/registry/.

3. RENEWAL. The renewal terms for this Participation Addendum shall be the same as the NASPO Remanufactured Biobased Toner Cartridges contractual Terms and Conditions renewal terms.

4. APPLICABLE LAW AND VENUE. This Participation Addendum is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in the District Court of Burleigh County, North Dakota.

5. ATTORNEY FEES. In the event a lawsuit is instituted on behalf of the State of North Dakota to obtain performance due of any kind under this Participation Addendum, and the State is the prevailing party, Contractor shall, except when prohibited by N.D.C.C. § 28-26-04, pay the State of North Dakota's reasonable attorney fees and costs in connection with the lawsuit.

6. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL. The State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to legal action to enforce available remedies. The State does not waive any right to a jury trial.

7. CONFIDENTIALITY AND COMPLIANCE WITH PUBLIC RECORDS ACT. Contractor and the State of North Dakota agree not to use or disclose any information previously identified as confidential which the State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of State and Contractor to maintain confidentiality of information under this section continues beyond the term of this Contract. Contractor also understands that the State must disclose to the public upon request any records it receives from Contractor under this Contract. Any records that are obtained or generated by the Contractor under this Contract, except for records that are confidential, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Contractor agrees to contact the State upon receiving a request for information under the open records law and to comply with the State's instructions on responding to the request.

8. INSURANCE.

Indemnification The State and Contractor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

9. INDEMNIFICATION

The State and Contractor each shall secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$250,000 per person and \$1,000,000 per occurrence.

10. SPOILIATION – NOTICE OF POTENTIAL CLAIMS.

Potential claims that arise or result from this contract. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.

11. TAXPAYER ID.

Contractor's federal employer ID number is _____.

12. PAYMENT OF TAXES BY STATE.

State of North Dakota is not responsible for and will not pay local, state, or federal taxes. State of North Dakota sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

13. NOTICE TO PARTIES.

All notices or other communications required under this contract shall be in writing and may be sent by fax, certified mail or registered mail and are effective on actual date sent to the addressed parties below:

Contractor Firm's Name
Contact Name
Email
Fax
Mailing Address

INSERT
INSERT
INSERT
INSERT

State Agency Name
Contract Administrator
Email
Fax
Mailing Address

OMB-State Procurement Office
Dillys Bach, C.P.M.
dbach@nd.gov
701.328.0109
14th Floor, Capitol Tower
600 E. Boulevard Ave
Bismarck ND 58505-0310

ATTACHMENT B

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

SIGNATURE PAGE FOR SEALED PAPER BIDS

INVITATION FOR BIDS #KPS-24923

REMANUFACTURED BIOBASED TONER CARTRIDGES

IFB OPENING DATE JANUARY 13, 2010 AT 2:00 P.M. CENTRAL TIME

NOTICE TO BIDDERS. The State of South Dakota acting through the Office of Procurement Management will receive sealed bids to the hour specified for the commodities described by the specification(s) stated herein. Unless otherwise stated the bids will be opened in the Office of Procurement Management.

READ CAREFULLY

UNLESS OTHERWISE INSTRUCTED, BIDDERS REGISTERED WITH THE SOUTH DAKOTA OFFICE OF PROCUREMENT MANAGEMENT ARE ASKED TO SUBMIT THEIR BIDS ELECTRONICALLY THROUGH THE ELECTRONIC BID AND RESPONSE SYSTEM WHICH HAS BEEN IMPLEMENTED BY THE STATE OF SOUTH DAKOTA.

For those submitting paper bids, this form is part of the bid package and must be signed and returned, along with any other required proposal documents, by the date and time specified.

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

E-MAIL ADDRESS: _____

FEDERAL TAX ID# (W-9): _____ GRAND TOTAL OF BID: \$ _____

On occasion an agency may need to contact a vendor regarding shipping dates, pricing structures, invoices, and technical questions. Often, the name of the individual signing a bid is not the person to contact. Therefore, please list below additional personnel who can be contacted.

NAME: _____ TELEPHONE NO: _____

FAX NO: _____ EMAIL: _____

ATTACHMENT D

FOREIGN BIDDER AFFIDAVIT

Country of _____)
) ss
State or Province of _____)

Business Name: _____
Business Address: _____
Affiant's Name: _____
Affiant's Title: _____
Solicitation Number: _____
Solicitation Name: _____

AFFIDAVIT WHEN NO PREFERENCE IS GIVEN

I do hereby affirm that _____ resides in the country of _____ and in the state or province of _____ and that said country and/or state or province does not grant a preference to resident bidders for the commodity included in the above-indicated Solicitation, when offered on behalf of said country, state or province.

Dated: _____ Signed _____

AFFIDAVIT WHEN PREFERENCE IS GIVEN

I do hereby affirm that _____ resides in the country of _____ and in the state or province of _____ and that said country and/or state or province does grant a preference to resident bidders for the commodity included in the above-indicated Solicitation, when offered on behalf of said country, state or province, the nature and extent of such preference being _____.

Dated: _____ Signed _____

ACKNOWLEDGEMENT OF AFFIANT

Country of _____)
) ss
State or Province of _____)

On this _____ day of _____, 20 _____, before me personally appeared known to me to be the affiant who, being duly sworn, declares all statements made in this affidavit to be true and correct to the best of his or her knowledge.

Notary Public

My commission expires the _____ day of _____, 20 _____