

**PARTICIPATING ADDENDUM  
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS  
REMANUFACTURED BIO-BASED TONER CARTRIDGES  
Administered by the State of South Dakota (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT  
SoyPrint, Inc.  
State of South Dakota Contract Number: 15825  
(hereinafter "Contractor")**

And

[State of South Carolina]  
(hereinafter "Participating Entity")  
SC Contract # 5000012574

Page 1 of 4

1. **Scope:** This addendum covers the **Biobased Toner Cartridge** contract led by the State of South Dakota for use by state agencies and other entities located in the Participating Entity authorized by that state's statutes or entity ordinances to utilize entity contracts.
2. **Participation:** Use of specific NASPO cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes or rules to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Participating Entity Modifications or Additions to Master Price Agreement:** [Insert additions or modifications to the Master Price Agreement as required by the Participating Entity. These modifications and changes DO NOT amend or modify in the Master Price Agreement.]
4. **Lease Agreement** Leasing was NOT included in the Master Price Agreement.
5. **Primary Contacts:** The primary contact individuals for this participating addendum are as follows (or their named successors):

**Lead State – State of South Dakota**

**Name:** Kathy Stasch, Purchasing Specialist  
**Address:** 523 E. Capitol, Pierre, SD 57501  
**Telephone:** (605) 773-6877  
**Fax:** (605) 773-4840  
**E-mail:** Kathy.Stasch@state.sd.us

**Participating State/Entity**

**Name:** John L. Walker, Procurement Manager  
**Address:** 1201 Main St. Suite 601 Columbia, SC 20201  
**Telephone:** (803) 896-0670  
**Fax:** (803) 734-2117  
**E-mail:** jwalker@mimo.sc.gov

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Page 2 of 4

**Contractor**

**Name:** Debe Overhaug, SoyPrint, Inc.  
**Address:** PO Box 1143 Yarmouth, ME 04096  
**Telephone:** (877)-261-3909 Ext 103  
**Fax:** (207)221-1260  
**E-mail:** customerservice@soyprint.net

**Contractor Billing Contact:**

**Name:** Debe Overhaug, Billing Manager  
**Address:** PO Box 1143 Yarmouth, ME 04096  
**Telephone:** (877)-261-3909  
**Fax:** (207)221-1260  
**E-mail:** debe@soyprint.net

6. **Subcontractors:** None.
7. **Purchase Order Instructions:** Orders may be placed by fax, phone, email or through the Lasermonks.com online ordering site.

**Order by Fax:** Fax orders to (207) 221-1260. This fax goes directly to Debe Overhaug, who is handling this contract.

**Order by Phone:** Order by phone to (877)261-3909. This extension also has a voice mailbox. Please leave a message should someone not be available to answer your call. You may call this number from 7:00 am CST to 6:00 PM CST or leave a message outside of these hours.

**Order online:** Please contact Debe Overhaug to set up your agency's online ordering capabilities for this contract.

**Order by Email:** Order by email by sending your order to customerservice@soyprint.net

8. **Price Agreement Number:** All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating Entity contract number: [insert appropriate number] and the Lead State master price agreement number: 15825.
9. **Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being

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Page 3 of 4

used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

10. The report will capture the following information: Contractor Name Reporting, Contract Number, Agency, PO Num/Invoice Num, PO Date/Inv Date, Reseller, Manufacturer, Major End-Item Description, Model No, Serial No, Beginning Meter Reading, Ending Meter Reading, Meter Read Total, Part Number, Part Description, Qty, Unit Price, Total Completed PO/Invoice, Admin Fee, and CPC Admin Fee required to meet the needs of the State's reporting requirements. "The Reporting Template Guide" and the "Reporting Template" is being provided for your reference under Attachment A. The State will work with each contract holder to ensure they understand how to process reports. The Primary Point of contact for reporting purposes is Jay Lopez, 803-737-0283, [jlopez@itmo.sc.gov](mailto:jlopez@itmo.sc.gov).
11. Administrative Fee –The Information Technology Management Office (ITMO) issues and maintains State term contracts for the benefit of governmental entities within the State of South Carolina. In order to maintain and enhance the quality and quantity of its State term contracts an administrative fee of three-quarters (.75%) of the total actual sales will be assessed of each contractor. Total actual sales will be equal to gross sales less return goods and taxes as stated on the invoice.

All products are purchased will be responsible for submitting the administrative fee of .75 % for providing maintenance, service, and/or meter rental services for either option. The Administrative Fee will be remitted monthly in the form of a check to:

The Information Technology Management Office  
Attn: Jay Lopez, Reports Manager  
1201 Main Street, Suite 600  
Columbia, SC 29201

Each remittance will include the period covered and the contract number. The monthly administrative fee shall be submitted by the last business day of the month for the previous month's actual sales.

This Participating Addendum and the Master Price Agreement number **15825** (administered by the State of South Dakota) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating Entity.

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

**Participating Entity:**

**Contractor: SoyPrint, Inc.:**

**By:** John L. Walker  
**Name:** John L. Walker  
**Title:** Procurement Manager  
**Date:** 04/02/2012

**By:** Debora Overhaug  
**Name:** Debora Overhaug  
**Title:** President  
**Date:** 04/09/2012