

## Term Contract No. 207A

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
<b>Term Contract</b>	<b>207A</b>	<b>Remanufactured Toner Cartridges</b>
<b>Effective Dates</b>	January 1, 2008 – March 31, 2010	
<b>Bid Number</b>	701018	
<b>Administrator</b>	Dorothy Shaw	
<b>Phone</b>	(919) 807-4535	
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<b>Last Updated</b>	December 17, 2009	

### 1. General Information

Laser Printer toner cartridges (black ink only), are available thru this contract. The cartridges are remanufactured from spent cartridges returned to the vendor. Prices offered herein include pick up of spent cartridge with a (cartridge return kit) and delivery of replacements, subject to a minimum order of \$ 25.00. In conjunction with this contract customer's attention is directed to a key provision of Senate Bill 999. That bill states in part, "An act making void and unenforceable as a matter of public record any provision in any agreement or contract that prohibits the reusing, remanufacturing, or refilling of a toner or inkjet cartridge."

LEXMARK CARTRIDGES ARE SUITABLE FOR USE IN THE LEXMARK PRINTER ONLY. (NOT TO BE USED IN A UNISYS PRINTER).

Contractors have agreed to send the Monitoring Form with each order. Customer should keep a copy of each Monitoring Form, completing pertinent information when put in use (**Appendix A**).

### 2. Scope of Contract

The scope of this contract is limited to remanufactured toner cartridges.

### 3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

### 4. Abnormal Quantities

Any agency requirement that exceeds \$ 9,000.00 must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract vendor(s)
2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
3. A separate Invitation for Bids may be issued for the requirement

### 5. Minimum Orders

This contract will be for a minimum order of **\$25.00** for any single order. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, then transportation charges will be prepaid and added to the invoice.

### 6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

## 7. Delivery

The contractor(s) will complete delivery within 4 consecutive calendar days after receipt of order.

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

## 8. Transportation Charges

All goods shall be delivered FOB DESTINATION when the "order value" is the total of \$25.00 or more, when shipped to a single destination. Orders to a single destination that total less than this "order value" should be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges invoiced for orders equal to or more than this "order value" may be cause for removal of the contractor from the contact.

**NOTE:** If the contractor makes partial shipments of an order equal to or more than this "order value" to one destination, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges added.

**NOTE:** All shipments should be inspected for damage immediately upon receipt.

## 9. Substitutions

Substitutions are not permitted without prior written approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

## 10. Item Pricing Information

### Order Placement Via E-Procurement (Catalog Items)

Click on the following link: <http://eprourement.nc.gov>

When placing an order in the e-procurement system, the very first thing to do is to go to the catalog tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number. Please make sure the keywords space is blank and the contract ID is typed in the contract ID section. After selecting the contract ID and to narrow the search to a particular manufacturer select the manufacturer from the drop down.

When the item to be ordered has been located complete the requisition and issue the purchase order.

### Non E-Procurement Users

**The E-Procurement Public View will be the only place for Non E-Procurement Users to view the item/pricing information.**

Click on the following link: <http://contracts.ncgov.com/Buyer/Main/>

For online assistance regarding item searching; click on the "How to" underlined link located near the upper-right hand corner.

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**FURNISH AND DELIVER AS SPECIFIED: The State has set a fixed core charge, of \$15.00, in those instances where the customer does not have a cartridge to exchange.** The customer, in addition to the unit price offered by the successful vendor, will pay the \$15.00 core charge.

**SECTION I**

**VENDORS:**

**Laser Recharge  
Cary, NC**

**Duraline Imaging  
Flat Rock, NC**

	<b>Hewlett Packard Popular Laser Printers Model No.</b>	<b>HP Cartridge # Name</b>	<b>Canon Cartridge Name</b>	<b>Engine Type</b>	<b>Contract Type/Style Classification Category</b>
1.	4L, 4P, 4ML, 4MP	92274A	EP-P	PX	1A
2.	4, 4+, 4M+, 4M, 4PLUS, 5, 5M, 5N, 5SE	92298A	EP-E	EX	1A
3.	5P, 5MP, 6P, 6MP	C3903A	EP-V	VX	1A
4.	5Si, 8000, 5SiMX, 8000, 8000n, 8000dn	C3909A	EP-W	WX	1A
5.	5Si, 8000, 5SiMX, 8000, 8000n, 8000dn	C3909X	EP-W	WX	1A
6.	8100, 8150	C4182X			1A
7.	1010, 1012, 1015, 3015, 3020, 3030	Q2612A			1A
8.	1000, 1200, 1220, 3300 mfp, 3320 mfp, 3330 mfp	C7115A			1A
9.	1000, 1200, 1200se, 1200n, 1220, 1220se, 3300mfp, 3310mfp, 3320mfp, 3320n, 3330mfp	C7115X			1A
10.	1100, 1100a	C4092A	EP-22	22X	1A
11.	1150	C2624A			1A
12.	1300	C2613A			1A
13.	1320, 1320N, 1320NW, 1320TN	Q5949X			1A
14.	2100, 2100M, 2100SE, 2100TN, 2100XI, 2200, 2200D, 2200DN, 2200DSE, 2200DT, 2200DTN	C4096A	EP-32	32X	1A
15.	2300	Q2610A			1A
16.	2410, 2420D,	Q6511X			1A

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	2420N, 2420DN, 2430TN, 2430DTN				
17.	3500, 3500N, 3550, 3550N, 3700, 3700DN, 3700DT, 3700N	Q2670A			1A
18.	4000, 4000N, 4000TN, 4050, 4050N, 4050T	C4127X	EP-52	52X	1A
19	4100, 4100N, 4100DT, 4100TN, 4100MFP	C8061X			1A
20.	4600	C9720A Black Only			1A
21.	5000, 5000n, 5000gn, 5100, 5100tn, 5100 dtn	C4129X	DP-62	62X	1A
22.	4200, 4200n, 4200tn, 4200 dtn, 4200dtns, 4200dtnsl	Q1338A			1A
23.	4250, 4350	Q5942A			1A
24.	4250, 4350	Q5942X			1A
25.	4300, 4300n, 4300tn, 4300dtn, 4300dtns, 4300dtnsl	Q1339A			1A
26.	4345	Q5945A			1A
27.	2410, 2420D, 2420N, 2420DN, 2430TN, 2430DTN	Q6511A			1A

A=STD  
YIELD  
X=HIGH  
YIELD

**SECTION 2**

**VENDOR: Duraline Imaging  
Flat Rock, NC**

	<b>Lexmark and Unisys Monochromes Popular Printers</b>	<b>New Cartridge Reference</b>	<b>Remfg. Cartridge Reference</b>	<b>Type Yield</b>	<b>Contract Type/Style Classification Category</b>
1.	Lexmark 4059 Series (Opra S)	1382925	12A0150	High Yield	2A
2.	Lexmark 4069 Series (Opra T)	12A5845	12A5140	High Yield	2A
3.	E321, 323	12A7400		Reg	2A
4.	T520/522	12A6830		Reg.	2A
5.	T620/622	12A6869		High	2A
6.	T630/632/634	12A7462	None	High	2A
7.	T632/634	12A7465	None	High	2A
8.	T632/633/634	12A7465	None	High	2A
9.	W820	12B0090	None	High	2A

**11. Price Lists and Catalogs**

The successful contractor must furnish descriptive literature to any agency within seven (7) consecutive days after request of the agency. Failure to comply with these requirements may subject the contractor to removal from the contract.

**12. Contractors**

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority Owned" "Woman Owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

<b>Contractor Name</b>	<b>Address / Federal ID</b>	<b>City, State, Zip</b>	<b>Contact, Phone, Fax</b>
Laser Recharge, <b>HUB (MO)</b>	107 Triangle Trade Dr.	Cary, NC 27513	Bob Wood <a href="mailto:Laser_care@hotmail.com">Laser_care@hotmail.com</a>
			919-467-5902
			919-467-7201
Duraline Imaging, Inc.	110 Commercial Blvd	Flat Rock, NC 28731	Will Wick <a href="mailto:Will@duralineimaging.com">Will@duralineimaging.com</a>
			828-692-1301
			828-692-1311 Fax
			Toll Free: 800-982-3872
Alternate address			
Duraline Imaging, Inc.	975-218 Walnut St.	Cary, N.C. 27511	Darrell Stepp <a href="mailto:DLStepp@duralineimaging.com">DLStepp@duralineimaging.com</a> 919-460-9370
			919-460-1677 Fax
			Toll Free: 800-241-9253

Vendor Complaint form, <http://www.ncpandc.gov/Documents/vendcom.doc>

We solicit your assistance in monitoring the performance of the contractors. In the event problems arise the ordering agency should contact the contractor for resolution. If a satisfactory resolution cannot be reached the agency should complete the Vendor Complaint Form, indicate Purchase & Contract action is required, attach all supporting documentation and forward the packet to the Division of Purchase & Contract. Furthermore, if you have contractor performance issues you would like for the contract administrator to be aware of, but do not require action, complete the Vendor Complaint Form, check the 'Vendor Record Only' box (include all supporting documentation) so this may be considered in the evaluation of future bids. Thanks for your assistance in better meeting your needs.

### 13. Warranty

Contractor guarantees items offered to be free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the State, and in accordance with Section XI Warranty/Performance Guarantee. This provision is found in 3610-1H Specifications for Cartridges, Laser Printer, Remanufactured.. Such replacement shall include parts, freight, labor, and round-trip travel to the user's site, which will all be the responsibility of the contractor.

**Remanufactured cartridges shall have a print life warranty of six (6) months after opening and installing the cartridge. Cartridges shall be free from defects in materials and workmanship and will produce copies of excellent quality during that period.**

**Remanufactured cartridges shall have a shelf life of one (1) year, which does not include the six-month warranty period upon opening and installing the cartridge.**

The contractor shall repair, replace or refund any and all cartridges, which the State of North Carolina deems unsatisfactory. Upon the users receipt or determination of a rejected or defective cartridge, the contractor shall replace the defective cartridge free of charge within two (2) business days, or issue a credit for the next purchase if agreeable by the responsible user. **The Contractor must guarantee that use of a cartridge will not void the manufacturer's warranty or any maintenance service contract that is in place.**

### 14. Returned Cartridges

Any rejected and defective toner cartridges will be returned to the bidder at bidder's expense (**See Appendix A**). Bidder shall supply pre-paid mailing labels, or shall pick up defective cartridge(s) at the buyer's location. Replacement cartridges shall be provided within 48 hours of the notification to the vendor without charge for any returned (rejected or defective) cartridge to the user. Replacement cartridges shall be properly marked as replacements and identified by the Purchase Order number. The user will not be required to provide an empty cartridge to replace a reject or defective cartridge when taken out of service for inspection, diagnostic analysis and problem resolution. Any use of a rejected cartridge while awaiting a replacement will be free of charge to the state and does not allow longer waiting periods for the replacement cartridge unless agreed to by the responsible purchasing user.

A returned toner cartridge, (rejected or defective), shall be inspected and tested (if defective due to premature failure, limited page yield or poor print quality), within ten working days after return or pick up from the customer. Copies of the problem identification, resolution and corrective action form with the applicable information completed, shall be sent to the customer and to the contract administrator at the Division of Purchase and Contract within 15 business days.



**14. Contract Addenda**

1-02-2008	Added vendors in item pricing information section
02-29-2008	Added E-Procurement Link
08/27/2008	Identification #'s deleted
10/10/2008	Price Increase: 5% - effective 10/01/08 – Duraline Imaging
12/17/2009	Contract extended to March 31, 2010