



STATE OF MISSISSIPPI

LASER PRINTER TONER CARTRIDGES TYPE II – (Remanufactured)

**CONTRACT NO. - 8200018005
CONTRACT SMART NO. - 1130-15-C-SWCT-00664**

**DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT
701 WOOLFOLK BUILDING, SUITE A
501 NORTH WEST STREET
JACKSON, MISSISSIPPI 39201**

SUPPLIER: SHARPER IMAGING

SUPPLIER NUMBER: 3102012079

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EFFECTIVE DATES: June 1, 2015 through May 31, 2016

1. AUTHORITY

- 1.1 This certifies that a contract has been executed between the Office of Purchasing and Travel, an Office of the Department of Finance and Administration for the State of Mississippi and the herein designated contractor or contractors pursuant to Section 31-7-7, Mississippi Code of 1972, Annotated, for the commodities specified herein.

2. APPLICATION

- 2.1 All purchases made by state agencies for commodities included under the provisions of these contracts shall be purchased under the terms of these contracts unless exempt by special authorization from the Office of Purchasing and Travel.

Under the provisions of Section 31-7-7 Mississippi Code of 1972, Annotated, the prices offered herein may be extended to the governing authorities. However, the governing authorities, by provisions of Section 31-7-12, Mississippi Code, may purchase commodities covered by state contracts from any source offering an identical commodity at a price that does not exceed the state contract price.

Commodities purchased under provisions of these contracts from the awarded contractor or contractors or authorized distributors shall be exempt from competitive bid requirements otherwise applying to purchases by state agencies and governing authorities. Applicable purchase orders issued by state agencies, regardless of the total amount, do not require further approval by this office.

The term, governing authorities, shall be defined as to mean boards of supervisors, governing boards of all school districts, all boards of directors of public water supply district, boards of directors of master public water supply districts, municipal public utility commissions, governing authorities of all municipalities, port authorities, commissioner and boards of trustees of any public hospitals and any political subdivision of the state supported wholly or in part by public funds of the state or political subdivisions thereof.

3. RESTRICTION

- 3.1 Commodities not specifically listed herein may not be purchased under the provisions of these contracts. It shall be understood that these contracts supersede all other contractual agreements applicable to the commodities covered herein.

4. TRANSPORTATION

- 4.1 Minimum Order Quantity: State agencies purchasing less than \$100 will not be required to buy from the state contract vendor. Vendors will honor the price for orders of less than \$100.
- 4.2 Freight F.O.B. Agencies and Governing Authorities: All quotations shall be f.o.b. destination except as noted below. The term f.o.b. destination shall mean delivered inside any state agency and when applicable, any local government agency within the State of Mississippi, with all charges for transportation and unloading paid by the contractor.
- 4.3 Delivery Time: Delivery is to be accomplished within ten (10) days after receipt of order. If adverse conditions exist, the time frame could be modified slightly as circumstances warrant.

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- 4.4 Special Delivery: Orders may be placed that require special handling that incur extra charges. Examples of special delivery are delivery to a P. O. located within the State of Mississippi, or delivery by special carrier; for example, air freight. When such orders are incurred, the contractor shall prepay and may enter the charges that are in excess of normal charges on the invoice as a separate item for payment by the ordering agency. A copy of these charges must accompany the invoice.

5. OTHER INFORMATION

- 5.1 Intent: It is the intent of this catalog to establish a method whereby the buying entity may initially purchase a Brand Name Cartridge or a Remanufactured Cartridge.

Upon completion of use of the original Brand Name product, the buying entity will have the option of turning in the empty cartridge to the original vendor and buying another brand name cartridge, or the buying entity could turn in the empty cartridge to the vendor awarded the Remanufactured Cartridge and purchase a remanufactured cartridge.

A remanufactured cartridge may be returned in exchange for a recharged cartridge. The recharged cartridge may then be returned for additional recharging up to four more times.

- 5.2 Recycling of Empty Cartridges: It is the intent of the State that NO empty cartridges end up in a landfill. Therefore, all cartridges should be returned according to one of the following procedures:

- A. Brand Name Cartridges (Type I) may be shipped back to the manufacturer or vendor. The awarded vendor is required to either supply an authorized return label with the original cartridge or a toll free number which can be called to obtain an authorized return label. Follow the directions received from the vendor for returning these cartridges.
- B. Remanufactured Cartridges should be returned to the vendor awarded the Remanufactured Cartridges in exchange for a recharged cartridge. Follow the directions provided by the vendor.

ALL COSTS ASSOCIATED WITH THE RETURN OF EMPTY CARTRIDGES WILL BE THE RESPONSIBILITY OF THE AWARDED VENDOR.

- 5.3 Quality of Product: The specifications for remanufactured cartridges have been written so as to provide a product which meets or exceeds the quality level of the original brand name product.

- 5.4 Warranty: All cartridges purchased under the terms of this bid shall perform without streaks, smudges, faded print, or any other problems which would detract from the quality of the printed product. Any cartridge failing to meet this performance requirement will be replaced by the vendor at no cost to the using agency. The vendor must prove the cartridge to be not at fault to subdue any

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claims under this section. Agencies encountering problems with any cartridge purchased under the terms on this contract should first contact the vendor to solve the problems. If problems persist or a satisfactory answer is not received, the agency should submit documentation to the Office of Purchasing and Travel.

- 5.5 Cartridge Not Listed: If the cartridge required by an agency is not listed in this catalog, then the agency should follow statutory purchasing procedures to obtain the required items.
- 5.6 Contract Format: OPTFM has listed a state contract number and a state contract *smart* number. The contract number is an automatically generated number. The smart number is a more unique identifier that lists OPTFM's agency's number, contract year and shows agencies that it is a statewide contract. Also there is an asterisk listed at the end of the smart number. The asterisk is added at the end of the number for searchable purposes only when searching in MAGIC; this is because each time a contract is changed, the Version number of the contract changes. It is not actually a part of the smart number. Either number can be used by agencies to search for this contract in the State's e-procurement system.
- 5.7 Description Format: The description format begins with the description information followed by the manufacturer brand and product number.
- 5.8 Procurement Card: Vendor awarded commodities on this Laser Printer Toner Cartridges contract will accept the procurement card for purchases of contract items.

6. ORDERING

- 6.1 Purchase Order Information: In writing the purchase order it will be necessary that you include the following information referencing the product.
 - A. Contract Number
 - B. Effective Dates
 - C. Item Name
 - D. Item Number
 - E. Brand
 - F. Quantity
 - G. Unit Price (each, per case, per gal., per lb., etc.)
 - H. Total Price

7. CONTRACT ADMINISTRATION

- 7.1 Questions or problems arising from these contracts or subsequent order and delivery procedures should be directed to the Office of Purchasing and Travel, 701 Woolfolk Building, Suite A, 501 North West Street, Jackson, MS 39201; Phone: 601-359-3409.
- 7.2 Invoices and Payments: After merchandise has been received and invoices submitted to the using agency, it shall be the responsibility of the using agency to make payment. Any questions concerning payment should be addressed to the user agency listed in the "Invoice To" section of the Purchase Order.

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The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

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Contractor Identification

Supplier Name: Sharper Imaging

Payment Terms Net 45 Days

Contract Notes: **ORDERING INFORMATION**
Sharper Imaging accept orders via phone, email, fax and mail.

PURCHASE ORDER ADDRESS

Sharper Imaging

Debra White

1000 Airport Rd, Suite 201

Lakewood, NJ 08701

Telephone: (732) 703-0547

Fax Number: (208) 460-0495

Email: Debra.sharperimaging@gmail.com

CARTRIDGE RETURN:

Sharper Imaging will provide free prepaid return shipping labels upon request. Agencies are entitled to as many prepaid return labels for recycling as needed. The labels may be printed on Sharper Imaging's recycling site. The link is: www.getrecyclinglabel.com

Delivery Terms: Free On Board Destination

Delivery Notes: All Deliveries must be made within 10 days ARO

Contract Administrator: **Susan Jones**
1000 Airport Rd, Suite 201
Lakewood, NJ 08701
Email: Susan.sharperimaging@gmail.com
Telephone: (732) 703-0547