

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B7400058

PRINT DATE: 09/15/16

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: MDM OFFICE SYSTEMS INC 35 SHERIDAN ST NW WASHINGTON, DC 20011 (202)829-8291	REFER QUESTIONS TO: STACEY POLLITT (410)767-3002 STACEY.POLLITT1@MARYLAND.GOV	
ITB:	EXPR DATE: 01/14/17 POST DATE: 08/12/16	DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT
FOR
STANDARD OFFICE SUPPLIES

VENDOR NAME: MDM OFFICE SYSTEMS,
VENDOR CONTACT: LEWIS NAYLOR
VENDOR NUMBER: 202-829-4820
VENDOR EMAIL: LNAYLOR@MDMSTANDARD.COM

DATE OF AWARD THROUGH JANUARY 14, 2017 WITH (2) TWO RENEWAL OPTIONS.

WE FURTHER RESERVE THE RIGHT TO EXERCISE ANY RENEWAL OPTION SHOULD IT BECOME AVAILABLE.

VENDOR TO SUPPLY OFFICE SUPPLIES FOR STATE OF MARYLAND AGENCIES, LOCAL GOVERNMENTS AND OTHER ENTITIES AUTHORIZED BY LAW TO PURCHASE UNDER THE CONTRACT ACCORDING TO THE MASTER AGREEMENT WITH THE INTER-GOVERNMENTAL COOPERATIVE PURCHASING (ICPA) NETWORK FOR OFFICE SUPPLIES CONTRACT: CW25971 - STATE OF MARYLAND WITH MDM OFFICE SYSTEM AS THE DISTRIBUTING VENDOR.

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TERMS (cont'd):

THE STATE OF MARYLAND HAVING A UNILATERAL OPTION TO RENEW THIS CONTRACT FOR AN ADDITIONAL TWO YEARS TERM, TO MDM OFFICE SYSTEMS, DBA STANDARD OFFICE SUPPLIES.

CATALOG: MUST BE FURNISHED BY MDM OFFICE SYSTEMS INC UPON THIS AWARD.

CATALOG SHALL BE SENT TO CATHY MARZOLA, CATHY.MARZOLA@MARYLAND.GOV

CONTRACT RESTRICTIONS: VENDOR MAY NOT PROVIDE ANY PRODUCTS THAT ARE ALREADY BEING SUPPLIED UNDER A CURRENT BLANKET CONTRACT WITH THE DEPARTMENT OF GENERAL SERVICES. ONCE THOSE CONTRACTS EXPIRE INCLUDING ANY RENEWAL OPTIONS, MDM OFFICE SYSTEM MAY THEN SUPPLY THESE PRODUCTS AT THE DISCOUNTED PRICES AS INDICATED UNDER THIS AGREEMENT OF AN AVERAGE OF 48% DISCOUNT ON OPEN MARKET PRICES SHOULD BE REALIZED. .

INVOICES:

FOLLOWING DELIVERY AND ACCEPTANCE OF ALL SUPPLIES, MDM OFFICE SYS INC SHALL SUBMIT AN ORIGINAL INVOICE TO THE AGENCY.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

THIS CONTRACT IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000.

A. THE STATE AND MDM OFFICE SYSTEM. HAVE AGREED TO INCORPORATE THE ATTACHED MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000. IN THE EVENT OF A CONFLICT BETWEEN THE ATTACHED MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000 AND THE TERMS AND CONDITIONS OF THE TCPN OFFICE SUPPLIES CONTRACT NO. CW25971 AND THE TERMS OF THE MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000 WILL TAKE PRECEDENCE OVER TERMS CONTAINED IN TCPN CONTRACT, NUMBER CW25971.

USAGE REPORT FORMAT SHOULD INCLUDE:

- . IDENTIFICATION OF THE AGENCIES USING THE CONTRACT.
- . TOTAL COST OF ALL INVOICED PURCHASES FOR EACH STATE AGENCY
- . ITEMIZED LIST, AND TOTAL COST BY STATE AGENCY, OF INVOICED PURCHASES THAT ARE MADE FROM RECYCLED CONTENT, INCLUDING THE RECYCLED CONTENT PERCENTAGE BY WEIGHT.

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TERMS (cont'd):

THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309 BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO AWAWU.SALAKO AT AWAWU.SALAKO@MARYLAND.GOV

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE STATE OF MARYLAND. AGENCIES SHALL BE THE SOLE JUDGE OF WHAT IS AN "APPROVED EQUAL". ANY PRODUCT DELIVERED AS A RESULT OF THIS AWARD WHICH DOES NOT MEET THE SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE VENDOR'S EXPENSE FOR REPLACEMENT OR CREDIT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE REUSABLE AND/OR MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

WHEREAS, THE CONTRACT IS IN EFFECT THROUGH THE CURRENT CONTRACT TERM AS DEFINED ABOVE; AND NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES DO HEREBY AGREE TO THE CONTRACT AS FOLLOWS:

PROCESSING FEE

1.
CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS, ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACTS UNIT PRICES.

2.
FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENT MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICH EVER IS HIGHER.

ADDITIONAL TERMS AND CONDITIONS:
RELEASE SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN AS

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TERMS (cont'd):

NEEDED BASIS. ALL ORDERS ARE TO BE RELEASED UPON RECEIPT OF A VALID DEPARTMENT PURCHASE ORDER OR BY USE OF THE DEPARTMENT CORPORATE CREDIT CARD.

CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER \$25,000 AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF THE CONTRACT INCORPORATED HEREIN BY REFERENCE.

0004 61560 EA

OFFICE SUPPLIES, GENERAL (NOT OTHERWISE CLASSIFIED)

_____ END OF ITEM LIST _____

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

BILLING:
INFORMATION WILL BE PROVIDED BY THE USING AGENCY REGARDING THE BILLING PROCESS.

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE