

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600428

PRINT DATE: 11/06/20

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

MAILFINANCE INC
478 WHEELERS FARMS RD

MILFORD, CT 06461
(203)301-3400

REFER QUESTIONS TO:

MILTON FERGUSON
(410)767-4612
ALEX.FERGUSON@MARYLAND.GOV

ITB:

EXPR DATE: 05/14/21
POST DATE: 05/14/20

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
TO SUPPLY
MAILROOM EQUIPMENT, SUPPLIES, AND MAINTENANCE
BASED ON THE NASPO VALUEPOINT CONTRACT ADSP016-169901

THIS IS THE SECOND OF THREE RENEWAL OPTIONS EFFECTIVE MAY 14, 2020
THROUGH MAY 14, 2021.

MODIFICATION #2: CHANGED VENDOR FROM NEOPOST USA, INC. TO QUADIENT IN
TERMS ON 11/4/2020

MODIFICATION #1: CHANGED VENDOR FROM QUADIENT TO NEOPOST USA, INC.
IN TERMS ON 05/19/2020

ORIGINAL CONTRACT TERM:

BASE - 11/07/2017 - 05/09/2020 (THREE YEARS)
1ST OPTION: 04/30/2019 - 05/14/2020
2ND OPTION: 05/14/2020 - 05/14/2021
3RD OPTION: 05/14/2021 - 05/14/2022

THIS CONTRACT IS BASED ON AN INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT(IPCA), THE RENEWAL OPTION(S) WILL BE BASED
ON THE TERMS OF THE MASTER AGREEMENT AND THE PERFORMANCE OF THE

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TERMS (cont'd):

VENDOR AND USAGE OF THE CONTRACT.

THIS IS AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT IN ACCORDANCE WITH NASPO VALUEPOINT CONTRACT NUMBER ADSP016-169901. BASED ON THIS CONTRACT, THE VENDOR WILL SUPPLY MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE FOR THE STATE OF MARYLAND AND ITS USING AGENCIES.

RENEWAL:

RENEWAL OPTIONS WILL BE BASED UPON THE MASTER CONTRACT TERMS AND CONDITIONS, MARKET RESEARCH THAT WILL BE CONDUCTED AT THE TIME OF RENEWAL, AND THE DISCRETION OF NASPO.

UPON MUTUAL WRITTEN AGREEMENT, THIS CONTRACT MAY BE RENEWED FOR ANY COMBINATION OF FULL OR PARTIAL YEAR RENEWALS UP TO THIRTY-SIX (36) MONTHS.

VENDOR NAME: QUADIENT, INC.

VENDOR CONTACT: MICHAEL BEHRINGER

TELEPHONE: 202-439-6294

FAX: 410-931-3203

VENDOR EMAIL ADDRESS: M.BEHRINGER@QUADIENT.COM

QUADIENT LEASING IS THE LEASING COMPANY FOR QUADIENT USA, INC. QUADIENT LEASING IS AN AFFILIATE OF QUADIENT USA, INC LISTED ON THIS BLANKET PURCHASE ORDER. WHEN MAKING PURCHASES, PLEASE SELECT CORRECT VENDOR AND FEIN. QUADIENT LEASING IS THE LEASING COMPANY, QUADIENT USA, INC IS THE PURCHASING COMPANY.

MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

SOFTWARE SUBSCRIPTION TERMS AND SOFTWARE LICENSE TERMS AND CONDITIONS SHALL BE MUTUALLY AGREED UPON, IN WRITING, BY THE PURCHASING ENTITY (STATE AGENCIES OR MUNICIPALITIES) AND THE CONTRACTOR.

ANY ORDER PLACED BY A PARTICIPATING ENTITY FOR A PRODUCT AND/OR SERVICE AVAILABLE UNDER THE MASTER AGREEMENT SHALL BE DEEMED TO BE A SALE UNDER (AND GOVERNED BY THE PRICES AND OTHER TERMS AND CONDITIONS) OF THE MASTER AGREEMENT UNLESS THE PARTIES TO THE ORDER AGREE, IN WRITING, THAT ANOTHER CONTRACT OR AGREEMENT APPLIES TO SUCH ORDER.

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TERMS (cont'd):

ALL PURCHASE ORDERS ISSUED BY PURCHASING ENTITIES WITHIN THE STATE OF MARYLAND MUST INCLUDE THE FOLLOWING:

(1) MANDATORY LANGUAGE: PURCHASE ORDER IS SUBJECT TO NASPO CONTRACT# ADSP016-169901;

(2) YOUR NAME, ADDRESS, CONTACT, PHONE NUMBER, SIGNATURE AND PARTICIPATING STATE CONTRACT NUMBER-001B8400193.

ELECTRONIC TRANSACTION FEE:

A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION 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 CONTRACT'S UNIT PRICES.

B.

THE ELECTRONIC TRANSACTION 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 DGS EMAIL ADDRESS AT: DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV

C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS 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, WHICHEVER IS HIGHER.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:

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TERMS (cont'd):

(5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

- (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE:

OR

(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MD, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT AN ENTITY, FROM WHICH THE CONTRACTOR RECEIVES AN ORDER, UNDER THE CONTRACT, IS A UNIT OR AGENCY OF THE STATE OF MARYLAND, SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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MAIL ROOM EQUIPMENT, (PURCHASE), MAILING MACHINES, SCALES, FOLDING/INSERTING EQUIPMENT, SYSTEMS ETC.

--BASE UNIT TO PURCHASE, AND/OR

--OPTIONAL ACCESSORIES TO PURCHASE, AND/OR

--MAILROOM OPERATING SUPPLIES TO PURCHASE

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MAIL ROOM EQUIPMENT, (LEASED), MAILING MACHINES, SCALES, FOLDING/INSERTING EQUIPMENT, SYSTEMS ETC.

--BASE UNIT TO LEASE, AND/OR

--OPTIONAL ACCESSORIES TO LEASE, AND/OR

--MAILROOM OPERATING SUPPLIES TO LEASE

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MAIL EQUIPMENT MAINTENANCE AGREEMENT.

MAILROOM EQUIPMENT MAINTENANCE CONTRACTS FOR PURCHASED OR LEASED ITEMS

END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE