**BLANKET PURCHASE ORDER**

**STATE OF MARYLAND**

**STATE OF MARYLAND**

**BPO NO:** 001B9400094 **PRINT DATE:** 10/11/18 **PAGE:** 01

<table>
<thead>
<tr>
<th>SHIP TO:</th>
<th>AS SPECIFIED ON INDIVIDUAL ORDERS</th>
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<table>
<thead>
<tr>
<th>VENDOR ID:</th>
<th>REFER QUESTIONS TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAPER SOLUTIONS INC</td>
<td>KIMBERLY HACKETT</td>
</tr>
<tr>
<td>8850 DRIFTWOOD DR</td>
<td>(410) 767-0788</td>
</tr>
<tr>
<td>INDIANAPOLIS, IN 46240</td>
<td><a href="mailto:KIMBERLY.HACKETT@MARYLAND.GOV">KIMBERLY.HACKETT@MARYLAND.GOV</a></td>
</tr>
<tr>
<td>(866) 510-7193</td>
<td></td>
</tr>
</tbody>
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<thead>
<tr>
<th>ITB:</th>
<th>EXPR DATE:</th>
<th>NET 30 DAY</th>
</tr>
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<tbody>
<tr>
<td>001IT820834</td>
<td>09/30/21</td>
<td>.00</td>
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<thead>
<tr>
<th>POST DATE:</th>
<th>DISCOUNT TERMS:</th>
<th>CONTRACT AMOUNT:</th>
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<tr>
<td>10/11/18</td>
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**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**

**E-TICKET PAPER**

**STATEWIDE CONTRACT**

**FOR**

**E-TICKET PAPER**

LAW ENFORCEMENT ENTITIES IN THE STATE OF MARYLAND MAY PURCHASE FROM THIS CONTRACT.

**CONTRACT TERM:** THREE (3) YEAR CONTRACT WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS.

**CONTRACT PERIOD:** OCTOBER 11, 2018 - SEPTEMBER 30, 2021

**OPTION YEAR 1:** OCTOBER 1, 2021 - SEPTEMBER 30, 2022

**OPTION YEAR 2:** OCTOBER 1, 2022 - SEPTEMBER 30, 2023

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>PAPER SOLUTIONS, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>VENDOR CONTACT</td>
<td>MARK LILLGE</td>
</tr>
<tr>
<td>VENDOR ADDRESS</td>
<td>PO BOX 457</td>
</tr>
<tr>
<td></td>
<td>PLANFIELD, IN 46168</td>
</tr>
<tr>
<td>VENDOR NUMBER</td>
<td>920-843-6890</td>
</tr>
<tr>
<td>VENDOR E-MAIL</td>
<td><a href="mailto:MLILLGE@PAPERSOLUTIONS.COM">MLILLGE@PAPERSOLUTIONS.COM</a></td>
</tr>
</tbody>
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QUANTITY STATED IS AN ESTIMATE ONLY AND SHOULD NOT BE CONSTRUED AS A

*** CONTINUED, NEXT PAGE ***
BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B9400094          PRINT DATE: 10/11/18          PAGE: 02

TERMS (cont’d):

MINIMUM OR MAXIMUM GUARANTEE.

THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY
APPRECIABLY FROM THE STATED ESTIMATE(S). RELEASES SHALL BE MADE
AS REQUESTED BY THE USING AUTHORITY ON AN AS REQUIRED BASIS. NO
MINIMUM ORDER RESTRICTIONS SHALL APPLY.

ROLLS MUST BE PACKAGED TWELVE (12) ROLLS PER CASE. EACH CASE MUST BE
MARKED WITH THE VENDOR’S NAME AND PURCHASE ORDER NUMBER.

VENDOR MUST GUARANTEE THAT EACH ROLL WILL PERFORM PROPERLY IN THE
E-TICKET PRINTERS, INCLUDING A COMMITMENT TO REPLACE ANY DEFECTIVE
ROLLS.

VENDOR WILL ASSUME ALL COSTS INCURRED FOR SERVICE CALLS CAUSED BY
ROLLS NOT PERFORMING PROPERLY IN THE EQUIPMENT.

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

THIS BLANKET PURCHASE ORDER IS FOR NEW PRODUCTS/EQUIPMENT WHICH MUST
BE FREE FROM DEFECTS. USED, REFURBISHED OR REMANUFACTURED
PRODUCTS/EQUIPMENT WILL NOT BE ACCEPTED OR CONSIDERED UNLESS
OTHERWISE INDICATED HEREIN.

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

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR
COMMODITY CONTRACTS OVER $50,000" AND ALL SPECIFICATIONS, TERMS AND
CONDITIONS OF SOLICITATION # MDDGS31037955/001IT820834 INCORPORATED
HEREIN BY REFERENCE.
<table>
<thead>
<tr>
<th>LINE #</th>
<th>STATE ITEM ID</th>
<th>U/M</th>
<th>UNIT COST</th>
</tr>
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<tbody>
<tr>
<td>0001</td>
<td>30539-222401</td>
<td>RL</td>
<td>8.8400</td>
</tr>
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PAPER, E TICKET

ELECTRONIC TICKET PAPER PER ATTACHED SPECIFICATIONS.

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**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 CONTRACT'S UNIT PRICES.

2. 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 ALSO BE EMAILED TO THE PROCUREMENT OFFICER.

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECURSCE 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.

**PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:**

THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6)(A) 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:

*** CONTINUED, NEXT PAGE ***
(I) RECEIVES STATE MONEY; AND
(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3)
OF THE INTERNAL REVENUE CODE;

(5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
(I) EITHER HAS BEEN ISSUED A CERTIFICATE OF 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 NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION
17-106 OF THE EDUCATION ARTICLE.

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

(B) 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.

(7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER
STATE.

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 CONSTITUTE A
PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY;
(2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF
MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE
OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND 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 ANY 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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