

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B3600179

PRINT DATE: 11/09/23

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: PAPER SOLUTIONS INC DBA PARTEK SOLUTIONS 6266 MORENCI TRAIL INDIANAPOLIS, IN 46268 (866)510-7193	REFER QUESTIONS TO: MONICA FRANKLIN (410)767-4497 MONICA.FRANKLIN1@MARYLAND.GOV	
ITB:	EXPR DATE: 10/31/24 POST DATE: 10/19/22	DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: 500,000.00

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
E-TICKET PAPER

MODIFICATION #3: CONTRACT EXTENDED TO 10/31/2024

MODIFICATION #2: CONTRACT EXTENDED TO 11/10/2023

MODIFICATION #1: ADDRESS CHANGED ON THE 2342 AND IN THE TERMS

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

THIS IS THE FINAL RENEWAL OPTION.

FINAL OPTION TERM: NOVEMBER 01, 2022 THROUGH OCTOBER 31, 2023, WITH THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS WITH PRICE INCREASE.

THERE IS THE FINAL REMAINING RENEWAL OPTION LEFT UNDER CONTRACT 001B9400094.

VENDOR : PAPER SOLUTIONS, INC.
VENDOR CONTACT: MARK LILLGE
VENDOR ADDRESS: 6266 MORENCI TRAIL
INDIANAPOLIS, IN 46268
VENDOR NUMBER : 920-843-6890
VENDOR E-MAIL : MLILLGE@PAPERSOLUTIONSINC.COM

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TERMS (cont'd):

QUANTITY STATED IS AN ESTIMATE ONLY AND SHOULD NOT BE CONSTRUED AS A 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.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0001	30539-222401	RL	12.6500
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PAPER, E TICKET

ELECTRONIC TICKET PAPER PER ATTACHED SPECIFICATIONS.

END OF ITEM LIST

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 :
DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

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 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.

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;

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TERMS (cont'd):

- (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;
- (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.

***** LAST PAGE *****

AUTHORIZED BY: _____ **DATE:** _____
BUYER AUTHORIZED DESIGNEE