**STATEWIDE CONTRACT**

**FOR**

COPY, PRINT, MAILING AND DATA MANAGEMENT

**STATE OF MARYLAND**

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**SHIP TO:**

AS SPECIFIED ON INDIVIDUAL ORDERS

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<table>
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<tr>
<th>VENDOR ID:</th>
<th>REFER QUESTIONS TO:</th>
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<tr>
<td>DCA IMAGING SYSTEMS</td>
<td>MATTHEW SMITH</td>
</tr>
<tr>
<td>4438 LOTTSFORD VISTA RD</td>
<td>(410) 767-3039</td>
</tr>
<tr>
<td>LANHAM, MD 21054</td>
<td><a href="mailto:MATTHEW.SMITH2@MARYLAND.GOV">MATTHEW.SMITH2@MARYLAND.GOV</a></td>
</tr>
<tr>
<td>(301) 577-1021</td>
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<thead>
<tr>
<th>ITB:</th>
<th>EXPR DATE: 08/06/23</th>
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<td>001IT821189</td>
<td>POST DATE: 08/11/20</td>
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<tr>
<th>DISCOUNT TERMS: .</th>
<th>CONTRACT AMOUNT: .00</th>
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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.

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

**VENDOR NAME:** DIGITAL COPIER ASSOCIATES

**VENDOR CONTACT:** ROBERT ABBOTT

**VENDOR EMAIL:** BOBA@DCAIMAGING.COM

**VENDOR PHONE:** 301-577-1021

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*** CONTINUED, NEXT PAGE ***
PRICE ESCALATION: FOR EACH OPTION YEAR THE CONTRACTOR MAY REQUEST IN WRITING A COST ADJUSTMENT WHICH SHALL NOT EXCEED THE RATE OF INFLATION AS DETERMINED BY THE CONSUMER PRICE INDEX. REQUEST SHALL BE MADE ONE HUNDRED TWENTY (120) DAYS BEFORE THE ANNIVERSARY DATE OF THE CONTRACT. ONCE A PRICE INCREASE HAS BEEN APPROVED, NO FURTHER INCREASES SHALL BE CONSIDERED FOR TWELVE (12) MONTHS. SUBSEQUENT INCREASES WILL BE BASED ON THE FINAL INDEX VALUE AVAILABLE ON THE BLS WEBSITE AT THE TIME OF THE CURRENT REQUEST. THE STATE RESERVES THE RIGHT NOT TO ALLOW A PRICE INCREASE.

THE INCREASED CONTRACT PRICE SHALL NOT APPLY TO ORDERS RECEIVED BY THE CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THE APPROVED INCREASED CONTRACT UNIT PRICE. ORDERS PLACED VIA PURCHASE ORDER SHALL BE CONSIDERED TO HAVE BEEN RECEIVED BY THE CONTRACTOR AFTER THE FIFTH (5TH) CALENDAR DAY FOLLOWING THE DATE OF ISSUANCE. THE PROCUREMENT OFFICE MAY CANCEL, WITHOUT LIABILITY TO EITHER PARTY, ANY PORTION OF THE CONTRACT AFFECTED BY THE REQUESTED INCREASE AND MATERIALS, SUPPLIES OR SERVICES UNDELIVERED AT THE TIME OF SUCH CANCELLATION.

PRICE DECREASES SHALL ALSO BE PASSED ON TO THE STATE AND DO NOT REQUIRE VERIFICATION. DECREASES BECOME EFFECTIVE IMMEDIATELY UPON NOTIFICATION.

DELIVERY AND ACCEPTANCE: DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREIN. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED F.O.B. TO THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED MATERIALS THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.
A. 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:
TERMS (cont'd):

(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;
(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.

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

(D) 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.

(E) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY
ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE
THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH
THAT THE CONTRACT MAY BEEN FORCED AGAINST THE STATE OF MARYLAND.

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
TERMS (cont’d):

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.STATEWIDECONTRACTUSAGE@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
WITH THE AUDIT UP TO $10,000.00 OR ONE (1%) PERCENT OF THE
CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

D. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING
THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC
TRANSACTION FEE.

EMM CATALOG:
THE CONTRACT AWARDEE IS REQUIRED TO REGISTER AS A VENDOR IN THE
EMARYLAND MARKETPLACE ECATALOG DIRECTORY (ONLINE SHOPPING
ENVIRONMENT). IT OFFERS A VIRTUAL SHOP FRONT FOR YOUR GOODS AND
SERVICES TO BE PURCHASED WITH EASE ACROSS THE STATE THROUGH
THE SYSTEM. PLEASE CONTACT CATHY MARZOLA AT CATHY.MARZOLA@MARYLAND.GOV
REGARDING INFORMATION AND INSTRUCTIONS ON JOINING THE EMM ECATALOG.
YOU MUST COORDINATE THE UPLOAD OF YOUR PRODUCT CATALOG TO ENSURE
MAXIMUM USE OF YOUR PRODUCTS AND SERVICES PER CONTRACT TERMS.

PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO
LATER THAN 30 DAYS AFTER THE STATE'S RECEIPT OF A PROPER INVOICE FROM
THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS
PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND PROCUREMENT
ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC SERVICE
COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC UTILITIES, AS
APPLICABLE, ARE PROHIBITED.

ELECTRONIC FUNDS TRANSFER: THIS PROVISION ON ELECTRONIC FUNDS TRANSFER
APPLIES TO CONTRACTS OF OVER $200,000 FOR WHICH PAYMENTS ARE MADE
THROUGH THE STATE COMPTROLLER.
ELECTRONIC FUNDS TRANSFER WILL BE USED BY THE STATE TO PAY CONTRACTOR
FOR THIS CONTRACT AND ANY OTHER STATE PAYMENTS DUE CONTRACTOR UNLESS
THE STATE COMPTROLLER'S OFFICE GRANTS CONTRACTOR AN EXEMPTION.

INVOICES: FOLLOWING DELIVERY AND ACCEPTANCE OF NY MATERIALS,
EQUIPMENT, OR SUPPLIES, VENDOR SHALL SUBMIT AN ORIGINAL INVOICE TO
THE AGENCY FOR PAYMENT. VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF
COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY
OF PAYMENT.

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BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont’d):

VENDOR 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.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS & CONDITIONS FOR COMMODITY CONTRACTS OVER $50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION 001IT821152 / BPM019097 INCORPORATED HEREIN BY REFERENCE.

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