

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B3400203

PRINT DATE: 08/13/18

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

TOSHIBA AMERICA BUSINESS SOLUTIONS INC
9740 IRVINE BLVD

IRVINE, CA 92618
(949)462-6082

REFER QUESTIONS TO:

LISA FORTUNE MCDONALD
(410)767-4084
LISA.MCDONALD@MARYLAND.GOV

ITB: 001IT818846

EXPR DATE: 12/31/19
POST DATE: 01/04/13

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.

VENDOR'S CONTACT: MIKE MOAT, NATIONAL ACCOUNT MANAGER
TELEPHONE NO: 201-709-3847
E-MAIL: MIKE.MOAT@TABS.TOSHIBA.COM
=====

MODIFICATION #1: CONTRACT HAS BEEN EXTENDED UNTIL 12/31/19.

THE SOLICITATION AND RESULTING CONTRACT INCLUDES LEASE AGREEMENTS WITH ONE (1), TWO (2), THREE (3), FOUR (4) AND FIVE (5) YEAR OPTIONS WITH COSTS THAT REFLECT THE RESPECTIVE TERM LENGTH. EACH LEASE OPTION IS AVAILABLE THROUGHOUT THE ENTIRE TERM OF THE CONTRACT, AND LEASES UNDER THE CONTRACT WILL EXPIRE UPON THE EXPIRATION OF THE FULL TERM OF THE RESPECTIVE OPTION.

* S T A T E W I D E C O N T R A C T *
* ===== *
* *
* F O R *
* *
* D O C U M E N T I M A G I N G E Q U I P M E N T *

THREE YEAR PERIOD BEGINNING DATE OF AWARD THROUGH DECEMBER 31, 2018

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TERMS (cont'd):

CONTRACT IS FOR TERM RENTAL/ PURCHASES OF IDENTIFIED COPIERS.
CONTRACT EQUIPMENT PLACED UNDER ANY ORDERING PERIOD IS AT FIXED
PRICES FOR THE THREE YEAR PERIOD.

AS REQUIRED BY ARTICLE 41, SECTION 18-201, ALL BIDDERS ARE TO ACCEPT
ORDERS PLACED AGAINST THIS CONTRACT BY ANY STATE OF MARYLAND
GOVERNMENTAL AGENCY INCLUDING THE UNIVERSITY OF MARYLAND SYSTEM; ANY
COUNTY OR BALTIMORE CITY; ANY MUNICIPAL CORPORATION; ANY PUBLIC OR
QUASI-PUBLIC AGENCY THAT RECEIVES STATE MONEY AND IS EXEMPT FROM
TAXATION UNDER 501 (C) (3) OF THE IRS CODE. COPIES OF THE CONTRACT
WILL BE MADE AVAILABLE, UPON REQUEST, TO ALL OF THE ABOVE ENTITIES
BY THE SUCCESSFUL VENDOR.

QUOTED PRICES ARE NET 30 DAYS F.O.B. STATE USING AUTHORITIES.
ALL DISCOUNTS ARE DEDUCTED AND REFLECTED IN NET PRICES.

THIS CONTRACT DOES NOT OBLIGATE THE STATE OF MARYLAND TO PURCHASE ANY
MINIMUM QUANTITY THROUGH THE CONTRACT PERIOD. ORDERS AS REQUIRED,
WILL BE PLACED DIRECT TO SUPPLIER BY THE USING AUTHORITIES, INDICATING
SECURITY PRACTICES FOR MULTIFUNCTION PRINTER/COPIER MACHINES
IN ACCORDANCE WITH MARYLAND DEPARTMENT OF INFORMATION
TECHNOLOGY'S (DOIT) INFORMATION SECURITY POLICY
(VERSION 3, OCTOBER 2011) MARYLAND STATE POLICY REQUIRES THAT
THE DISPOSAL OF MULTIFUNCTION PRINTERS/COPIERS BE HANDLED IN A
MANNER SIMILAR TO THAT FOR DISPOSING OF DESKTOP OR LAPTOP COMPUTERS.
THE VENDOR AGREES THAT UPON THE EXPIRATION OF THE EQUIPMENT
LEASE AGREEMENT THAT THEY WILL EITHER DESTROY THE ELECTRONIC STORAGE
MEDIA OR ENSURE THAT THE ELECTRONIC STORAGE MEDIA HAS BEEN SANITIZED
ACCORDANCE WITH NIST SP800-88.

IN CASES OF PURCHASES THE VENDOR MAY CHARGE A REASONABLE
FEE TO DESTROY OR SANITIZE THE STORAGE MEDIA.
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.

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 AWAWU.SALAKO@MARYLAND.GOV

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TERMS (cont'd):

3.

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.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	01621-DCSA01	EA	4,470.0000

DIGITAL COPIER AND MULTIFUNCTION DEVICES, CLASS I

CATEGORY 1 MONOCHROME 10 TO 19 PPM SMALL FORM FACTOR DESKTOP TOSHIBA E-STUDIO195. NETWORKED DIGITAL COPIERS MUST BE ABLE TO OPERATE IN ETHERNET LOCAL AREA NETWORK (LAN) TECHNOLOGY. MUST BE COMPATIBLE WITH NOVELL, WINDOWS NT, SUN, AND UNIX ENVIRONMENT OPERATING SYSTEMS.MUST BE ABLE TO COMMUNICATE EFFECTIVELY AND EFFICIENTLY WITH THE FOLLOWING WORKSTATION SOFTWARE WINDOWS 2002, 2007, 2010 AND MAC. PRICING WILL COVER STANDARD NETWORK ENVIRONMENTS LISTED ABOVE. ALL ASSOCIATED NETWORK COSTS OUTSIDE OF THE STANDARD NETWORK ENVIRONMENTS WILL BE THE RESPONSIBILITY OF THE ORDERING AGENCY AFTER IT REVIEW.

0002	01621-DCSA02	EA	11,820.0000
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DIGITAL COPIER AND MULTIFUNCTION DEVICES, CLASS II

CATEGORY 2 MONOCHROME 20 TO 29 PPM REGULAR FORM FACTOR TOSHIBA E-STUDIO256 NETWORKED DIGITAL COPIERS MUST BE ABLE TO OPERATE IN ETHERNET LOCAL AREA NETWORK (LAN) TECHNOLOGY. MUST BE COMPATIBLE WITH NOVELL, WINDOWS NT, SUN, AND UNIX ENVIRONMENT OPERATING

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SYSTEMS.MUST BE ABLE TO COMMUNICATE EFFECTIVELY AND EFFICIENTLY WITH THE FOLLOWING WORKSTATION SOFTWARE WINDOWS 2002, 2007, 2010 AND MAC. PRICING WILL COVER STANDARD NETWORK ENVIRONMENTS LISTED ABOVE. ALL ASSOCIATED NETWORK COSTS OUTSIDE OF THE STANDARD NETWORK ENVIRONMENTS WILL BE THE RESPONSIBILITY OF THE ORDERING AGENCY AFTER IT REVIEW.

0003	01621-DCSA03	EA	13,945.0000
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DIGITAL COPIER AND MULTIFUNCTION DEVICES, CLASS III

CATEGORY 3A (MONOCHROME 30 TO 39 PPM) REGULAR FORM FACTOR TOSHIBA E-STUDIO356. NETWORKED DIGITAL COPIERS MUST BE ABLE TO OPERATE IN ETHERNET LOCAL AREA NETWORK (LAN) TECHNOLOGY. MUST BE COMPATIBLE WITH NOVELL, WINDOWS NT, SUN, AND UNIX ENVIRONMENT OPERATING SYSTEMS.MUST BE ABLE TO COMMUNICATE EFFECTIVELY AND EFFICIENTLY WITH THE FOLLOWING WORKSTATION SOFTWARE WINDOWS 2002, 2007, 2010 AND MAC. PRICING WILL COVER STANDARD NETWORK ENVIRONMENTS LISTED ABOVE. ALL ASSOCIATED NETWORK COSTS OUTSIDE OF THE STANDARD NETWORK ENVIRONMENTS WILL BE THE RESPONSIBILITY OF THE ORDERING AGENCY AFTER IT REVIEW.

0004	01621-DCSA03	EA	4,724.2900
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DIGITAL COPIER AND MULTIFUNCTION DEVICES, CLASS III

CATEGORY 3B (MONOCHROME 30 TO 39 PPM) - SMALL FORM FACTOR LEXMARK X5748DE. NETWORKED DIGITAL COPIERS MUST BE ABLE TO OPERATE IN ETHERNET LOCAL AREA NETWORK (LAN) TECHNOLOGY. MUST BE COMPATIBLE WITH NOVELL, WINDOWS NT, SUN, AND UNIX ENVIRONMENT OPERATING SYSTEMS.MUST BE ABLE TO COMMUNICATE EFFECTIVELY AND EFFICIENTLY WITH THE FOLLOWING WORKSTATION SOFTWARE WINDOWS 2002, 2007, 2010 AND MAC. PRICING WILL COVER STANDARD NETWORK ENVIRONMENTS LISTED ABOVE. ALL ASSOCIATED NETWORK COSTS OUTSIDE OF THE STANDARD NETWORK ENVIRONMENTS WILL BE THE RESPONSIBILITY OF THE ORDERING AGENCY AFTER IT REVIEW.

0005	01621-DCSA05	EA	16,271.0000
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DIGITAL COPIER AND MULTIFUNCTION DEVICES, CLASS V

CATEGORY 4 (MONOCHROME 40 TO 49 PPM) - REGULAR FORM FACTOR TOSHIBA E-STUDIO456. NETWORKED DIGITAL COPIERS MUST BE ABLE TO OPERATE IN ETHERNET LOCAL AREA NETWORK (LAN) TECHNOLOGY. MUST BE COMPATIBLE WITH NOVELL, WINDOWS NT, SUN, AND UNIX ENVIRONMENT OPERATING SYSTEMS.MUST BE ABLE TO COMMUNICATE EFFECTIVELY AND

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EFFICIENTLY WITH THE FOLLOWING WORKSTATION SOFTWARE WINDOWS 2002, 2007, 2010 AND MAC.
PRICING WILL COVER STANDARD NETWORK ENVIRONMENTS LISTED ABOVE. ALL ASSOCIATED NETWORK COSTS OUTSIDE OF THE STANDARD NETWORK ENVIRONMENTS WILL BE THE RESPONSIBILITY OF THE ORDERING AGENCY AFTER IT REVIEW.

0006	01621-DCSA06	EA	17,714.0000
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DIGITAL COPIER AND MULTIFUNCTION DEVICES, CLASS VI

CATEGORY 5 (MONOCHROME 50 TO 59 PPM) - REGULAR FORM FACTOR TOSHIBA E-STUDIO506. NETWORKED DIGITAL COPIERS MUST BE ABLE TO OPERATE IN ETHERNET LOCAL AREA NETWORK (LAN) TECHNOLOGY. MUST BE COMPATIBLE WITH NOVELL, WINDOWS NT, SUN, AND UNIX ENVIRONMENT OPERATING SYSTEMS.MUST BE ABLE TO COMMUNICATE EFFECTIVELY AND EFFICIENTLY WITH THE FOLLOWING WORKSTATION SOFTWARE WINDOWS 2002, 2007, 2010 AND MAC.
PRICING WILL COVER STANDARD NETWORK ENVIRONMENTS LISTED ABOVE. ALL ASSOCIATED NETWORK COSTS OUTSIDE OF THE STANDARD NETWORK ENVIRONMENTS WILL BE THE RESPONSIBILITY OF THE ORDERING AGENCY AFTER IT REVIEW.

0007	01621-DCNW01	EA	28,410.0000
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NETWORK DIGITAL COPIER WITH MULTIFUNCTION DEVICES, CLASS I

CATEGORY 6 (MONOCHROME 60 TO 69 PPM) - REGULAR FORM FACTOR TOSHIBA E-STUDIO656. NETWORKED DIGITAL COPIERS MUST BE ABLE TO OPERATE IN ETHERNET LOCAL AREA NETWORK (LAN) TECHNOLOGY. MUST BE COMPATIBLE WITH NOVELL, WINDOWS NT, SUN, AND UNIX ENVIRONMENT OPERATING SYSTEMS.MUST BE ABLE TO COMMUNICATE EFFECTIVELY AND EFFICIENTLY WITH THE FOLLOWING WORKSTATION SOFTWARE WINDOWS 2002, 2007, 2010 AND MAC.
PRICING WILL COVER STANDARD NETWORK ENVIRONMENTS LISTED ABOVE. ALL ASSOCIATED NETWORK COSTS OUTSIDE OF THE STANDARD NETWORK ENVIRONMENTS WILL BE THE RESPONSIBILITY OF THE ORDERING AGENCY AFTER IT REVIEW.

0008	01621-DCNW01	EA	33,760.0000
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NETWORK DIGITAL COPIER WITH MULTIFUNCTION DEVICES, CLASS I

CATEGORY 7 (MONOCHROME 70 TO 79 PPM) - REGULAR FORM FACTOR TOSHIBA E-STUDIO756. NETWORKED DIGITAL COPIERS MUST BE ABLE TO OPERATE IN ETHERNET LOCAL AREA NETWORK (LAN) TECHNOLOGY.

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MUST BE COMPATIBLE WITH NOVELL, WINDOWS NT, SUN, AND UNIX ENVIRONMENT OPERATING SYSTEMS.MUST BE ABLE TO COMMUNICATE EFFECTIVELY AND EFFICIENTLY WITH THE FOLLOWING WORKSTATION SOFTWARE WINDOWS 2002, 2007, 2010 AND MAC.

PRICING WILL COVER STANDARD NETWORK ENVIRONMENTS LISTED ABOVE. ALL ASSOCIATED NETWORK COSTS OUTSIDE OF THE STANDARD NETWORK ENVIRONMENTS WILL BE THE RESPONSIBILITY OF THE ORDERING AGENCY AFTER IT REVIEW.

0009	01621-DCNW02	EA	41,785.0000
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NETWORK DIGITAL COPIER AND MULTIFUNCTION DEVICES, CLASS II

CATEGORY 8 (MONOCHROME 80 > PPM) - REGULAR FORM FACTOR TOSHIBA E-STUDIO856. NETWORKED DIGITAL COPIERS MUST BE ABLE TO OPERATE IN ETHERNET LOCAL AREA NETWORK (LAN) TECHNOLOGY. MUST BE COMPATIBLE WITH NOVELL, WINDOWS NT, SUN, AND UNIX ENVIRONMENT OPERATING SYSTEMS.MUST BE ABLE TO COMMUNICATE EFFECTIVELY AND EFFICIENTLY WITH THE FOLLOWING WORKSTATION SOFTWARE WINDOWS 2002, 2007, 2010 AND MAC.

PRICING WILL COVER STANDARD NETWORK ENVIRONMENTS LISTED ABOVE. ALL ASSOCIATED NETWORK COSTS OUTSIDE OF THE STANDARD NETWORK ENVIRONMENTS WILL BE THE RESPONSIBILITY OF THE ORDERING AGENCY AFTER IT REVIEW.

0010	01621-DCNW03	EA	7,549.0000
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NETWORK DIGITAL COPIER AND MULTIFUNCTION DEVICES, CLASS III

CATEGORY 9 (COLOR/MONOCHROME 10 TO 19 COLOR PPM) - REGULAR FORM FACTOR TOSHIBA E-STUDIO2050C NETWORKED DIGITAL COPIERS MUST BE ABLE TO OPERATE IN ETHERNET LOCAL AREA NETWORK (LAN) TECHNOLOGY. MUST BE COMPATIBLE WITH NOVELL, WINDOWS NT, SUN, AND UNIX ENVIRONMENT OPERATING SYSTEMS.MUST BE ABLE TO COMMUNICATE EFFECTIVELY AND EFFICIENTLY WITH THE FOLLOWING WORKSTATION SOFTWARE WINDOWS 2002, 2007, 2010 AND MAC.

PRICING WILL COVER STANDARD NETWORK ENVIRONMENTS LISTED ABOVE. ALL ASSOCIATED NETWORK COSTS OUTSIDE OF THE STANDARD NETWORK ENVIRONMENTS WILL BE THE RESPONSIBILITY OF THE ORDERING AGENCY AFTER IT REVIEW.

0011	01621-DCNW06	EA	16,227.0000
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NETWORK DIGITAL COPIER AND MULTIFUNCTION DEVICES, CLASS VI

CATEGORY 10A (COLOR/MONOCHROME 20 TO 29 COLOR PPM) - REGULAR FORM

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FACTOR TOSHIBA E-STUDIO2540C NETWORKED DIGITAL COPIERS MUST BE ABLE TO OPERATE IN ETHERNET LOCAL AREA NETWORK (LAN) TECHNOLOGY. MUST BE COMPATIBLE WITH NOVELL, WINDOWS NT, SUN, AND UNIX ENVIRONMENT OPERATING SYSTEMS.MUST BE ABLE TO COMMUNICATE EFFECTIVELY AND EFFICIENTLY WITH THE FOLLOWING WORKSTATION SOFTWARE WINDOWS 2002, 2007, 2010 AND MAC.

PRICING WILL COVER STANDARD NETWORK ENVIRONMENTS LISTED ABOVE. ALL ASSOCIATED NETWORK COSTS OUTSIDE OF THE STANDARD NETWORK ENVIRONMENTS WILL BE THE RESPONSIBILITY OF THE ORDERING AGENCY AFTER IT REVIEW.

0012	01621-DCNW06	EA	9,079.0000
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NETWORK DIGITAL COPIER AND MULTIFUNCTION DEVICES, CLASS VI

CATEGORY 10B (COLOR/MONOCROME 20 TO 29 PPM) - REGULAR FORM FACTOR TOSHIBA E-STUDIO2050C. NETWORKED DIGITAL COPIERS MUST BE ABLE TO OPERATE IN ETHERNET LOCAL AREA NETWORK (LAN) TECHNOLOGY. MUST BE COMPATIBLE WITH NOVELL, WINDOWS NT, SUN, AND UNIX ENVIRONMENT OPERATING SYSTEMS.MUST BE ABLE TO COMMUNICATE EFFECTIVELY AND EFFICIENTLY WITH THE FOLLOWING WORKSTATION SOFTWARE WINDOWS 2002, 2007, 2010 AND MAC.

PRICING WILL COVER STANDARD NETWORK ENVIRONMENTS LISTED ABOVE. ALL ASSOCIATED NETWORK COSTS OUTSIDE OF THE STANDARD NETWORK ENVIRONMENTS WILL BE THE RESPONSIBILITY OF THE ORDERING AGENCY AFTER IT REVIEW.

0013	01621-DCNW06	EA	18,327.0000
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NETWORK DIGITAL COPIER AND MULTIFUNCTION DEVICES, CLASS VI

CATEGORY 11 (COLOR/MONOCROME 30 TO 39 COLOR PPM) - REGULAR FORM FACTOR TOSHIBA E-STUDIO3040C. NETWORKED DIGITAL COPIERS MUST BE ABLE TO OPERATE IN ETHERNET LOCAL AREA NETWORK (LAN) TECHNOLOGY. MUST BE COMPATIBLE WITH NOVELL, WINDOWS NT, SUN, AND UNIX ENVIRONMENT OPERATING SYSTEMS.MUST BE ABLE TO COMMUNICATE EFFECTIVELY AND EFFICIENTLY WITH THE FOLLOWING WORKSTATION SOFTWARE WINDOWS 2002, 2007, 2010 AND MAC.

PRICING WILL COVER STANDARD NETWORK ENVIRONMENTS LISTED ABOVE. ALL ASSOCIATED NETWORK COSTS OUTSIDE OF THE STANDARD NETWORK ENVIRONMENTS WILL BE THE RESPONSIBILITY OF THE ORDERING AGENCY AFTER IT REVIEW.

0014	01621-DCNW06	EA	26,738.0000
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NETWORK DIGITAL COPIER AND MULTIFUNCTION DEVICES, CLASS VI

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CATEGORY 12 (COLOR/MONOCHROME 40 TO 49 COLOR PPM) - REGULAR FORM
FACTOR TOSHIBA E-STUDIO4540C. NETWORKED DIGITAL COPIERS MUST BE
ABLE TO OPERATE IN ETHERNET LOCAL AREA NETWORK (LAN) TECHNOLOGY.
MUST BE COMPATIBLE WITH NOVELL, WINDOWS NT, SUN, AND UNIX ENVIRONMENT
OPERATING SYSTEMS.MUST BE ABLE TO COMMUNICATE EFFECTIVELY AND
EFFICIENTLY WITH THE FOLLOWING WORKSTATION SOFTWARE WINDOWS 2002,
2007, 2010 AND MAC.

PRICING WILL COVER STANDARD NETWORK ENVIRONMENTS LISTED ABOVE. ALL
ASSOCIATED NETWORK COSTS OUTSIDE OF THE STANDARD NETWORK ENVIRONMENTS
WILL BE THE RESPONSIBILITY OF THE ORDERING AGENCY AFTER IT REVIEW.

0015	01621-DCNW06	EA	27,656.0000
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NETWORK DIGITAL COPIER AND MULTIFUNCTION DEVICES, CLASS VI

CATEGORY 13 (COLOR/MONOCHROME 50 > COLOR PPM) - REGULAR FORM
FACTOR TOSHIBA E-STUDIO5540C. NETWORKED DIGITAL COPIERS MUST BE
ABLE TO OPERATE IN ETHERNET LOCAL AREA NETWORK (LAN) TECHNOLOGY.
MUST BE COMPATIBLE WITH NOVELL, WINDOWS NT, SUN, AND UNIX ENVIRONMENT
OPERATING SYSTEMS.MUST BE ABLE TO COMMUNICATE EFFECTIVELY AND
EFFICIENTLY WITH THE FOLLOWING WORKSTATION SOFTWARE WINDOWS 2002,
2007, 2010 AND MAC.

PRICING WILL COVER STANDARD NETWORK ENVIRONMENTS LISTED ABOVE. ALL
ASSOCIATED NETWORK COSTS OUTSIDE OF THE STANDARD NETWORK ENVIRONMENTS
WILL BE THE RESPONSIBILITY OF THE ORDERING AGENCY AFTER IT REVIEW.

0016	01621-DCNW06	EA	63,237.0000
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NETWORK DIGITAL COPIER AND MULTIFUNCTION DEVICES, CLASS VI

CATEGORY 16 (PRODUCTION LEVEL - MONO - 110 IPM) TOSHIBA E-STUDIO1105.
NETWORKED DIGITAL COPIERS MUST BE ABLE TO OPERATE IN ETHERNET LOCAL
AREA NETWORK (LAN) TECHNOLOGY.
MUST BE COMPATIBLE WITH NOVELL, WINDOWS NT, SUN, AND UNIX
ENVIRONMENT OPERATING SYSTEMS.MUST BE ABLE TO COMMUNICATE EFFECTIVELY
AND EFFICIENTLY WITH THE FOLLOWING WORKSTATION SOFTWARE WINDOWS 2002,
2007, 2010 AND MAC.

PRICING WILL COVER STANDARD NETWORK ENVIRONMENTS LISTED ABOVE. ALL
ASSOCIATED NETWORK COSTS OUTSIDE OF THE STANDARD NETWORK ENVIRONMENTS
WILL BE THE RESPONSIBILITY OF THE ORDERING AGENCY AFTER IT REVIEW.

END OF ITEM LIST

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TERMS (cont'd):

DELIVERY AND BILLING INSTRUCTIONS.

ALL EQUIPMENT DELIVERED MUST BE COMPLETELY NEW. EQUIPMENT OFFERED THAT IS USED, REFURBISHED, FACTORY REBUILT OR NEWLY REMANUFACTURED WILL NOT BE CONSIDERED.

STANDARD FEATURES:

- 1) OFFERED EQUIPMENT SHALL HAVE A MINIMUM COPY SPEED OF 13 LETTER SIZE (8 1/2 X 11") COPIES PER MINUTE
- 2) OFFERED COPIERS SHALL BE CAPABLE OF RELIABLY PRODUCING AT LEAST 3,000 COPIES PER MONTH
- 3) STATIONARY PLATEN OR MOVING PLATEN
- 4) OFFERED IMAGING EQUIPMENT SHALL USE PLAIN RECYCLED BOND PAPER 5) COPY SIZE 5 1/2 X 8 1/2" TO 8 1/2 X 14"
- 6) MAXIMUM ORIGINAL PAPER SIZE 8 1/2 X 14"
- 7) OFFERED EQUIPMENT SHALL HAVE A MINIMUM TOTAL PAPER CAPACITY SHEETS USING TWO IN LINE SELECTABLE PAPER TRAYS
- 8) OFFERED EQUIPMENT SHALL HAVE COPY COUNT METER
- 9) OFFERED EQUIPMENT SHALL HAVE COPY CONTRAST CONTROL
- 10) OFFERED EQUIPMENT SHALL HAVE COPY UNIT SELECTION OF 1-99
- 11) DESKTOP DESIGN SHALL BE FURNISHED WITH THE OFFERER'S STANDARD COMMERCIAL CABINET BASE INCLUDED
- 12) EQUIPMENT SH ALL BE CAPABLE OF PRODUCING COPIES ON TRANSPARENCIES AND PRESSURE SENSITIVE LABELS
- 13) EQUIPMENT SHALL HAVE A SELF-DIAGNOSTICS SYSTEM WHICH INDICATES AS A MINIMUM, THE FOLLOWING CONDITIONS:
 - (A) NEEDS TONER
 - (B) NEEDS PAPER
 - (C) PAPER MISFEED OR JAM
- 14) MANUAL 2-SIDED COPYING (DUPLEXING).
- 15) APPROXIMATELY 50%-200%

PURPOSE AND INTENT

STATEWIDE TERM RENTAL CONTRACTS COVERING TEN VOLUME BANDS; INCLUDES MAINTENANCE AND OPERATING SUPPLIES, EXCEPT PAPER. THE CONTRACTS SERVE A DUAL PURPOSE BY PROVIDING A MEANS FOR USERS OF EQUIPMENT PLACED BY PREVIOUS CONTRACTS TO SELECT REPLACEMENT EQUIPMENT AND OFFERS FIRST

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TIME USING AGENCIES A MEANS TO SELECT EQUIPMENT DIRECTLY FROM CONTRACT. PLACEMENTS FROM THE CONTRACT(S) WILL BE FOR A THREE (3) YEAR TERM FROM DATE OF PLACEMENT.

ORDERING PERIOD: DATE OF AWARD THROUGH DECEMBER 31, 2015

THIS ORDERING PERIOD MAY BE RENEWED AT THE OPTION OF THE STATE FOR (3) THREE TIMES FOR SIMILAR ONE YEAR PERIODS OF NO MORE THAN TWELVE (12) MONTHS AT A TIME. CONTRACT EQUIPMENT PLACED UNDER ANY ORDERING PERIOD IS AT FIXED PRICES FOR THE THREE YEAR CONTRACT TERM.

CONTRACT RENEWAL -----

THE CONTRACTS MAY BE RENEWED FOR A CONTRACT PERIOD OF NO MORE THAN TWELVE (12) MONTHS AT A TIME, AT THE OPTION OF THE STATE OF MARYLAND, EXERCISED BY THE DEPARTMENT OF GENERAL SERVICES. CONTRACTS MAY BE RENEWED TWO TIMES FOR SIMILAR ONE YEAR PERIODS. END USERS MAY CONTINUE THEIR IN PLACE UNIT FOR A 4TH AND/OR 5TH YEAR IF THEY SO CHOOSE, AS LONG AS THE PRICING IS EQUAL TO OR LESS THAN THE CURRENT PRICE STRUCTURE. NOTICE TO CONTRACTOR OF THE STATE'S DESIRE TO RENEW SHALL BE GIVEN AT LEAST (60) DAYS PRIOR TO THE ANNUAL EXPIRATION DATE. NOTICE TO THE STATE OF CONTRACTOR'S INTENT NOT TO RENEW SHALL BE GIVEN IN WRITING AT LEAST 120 DAYS BEFORE THE EXPIRATION DATE. FOR PURPOSES OF CALCULATING THE NOTICE-GIVING REQUIREMENTS OF THIS SECTION, THE EXPIRATION DATE SHALL BE DECEMBER 31ST OF EACH YEAR. AT THE TIME OF EACH RENEWAL, THE CONTRACT PRICES THEN PREVAILING ARE SUBJECT TO AN INCREASE WHICH IS NOT TO EXCEED THE CURRENT RATE OF INFLATION, AS DETERMINED BY THE PRODUCER PRICE INDEX (PPI) COMMODITY CODE 11-93 OFFICE AND STORE MACHINES AND EQUIPMENT, PREVAILING AT THE TIME OF RENEWAL. NO OTHER PRICE INCREASES SHALL BE PERMITTED. ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS WILL REMAIN THE SAME.

DELIVERY: -----

DELIVERIES SHALL BE MADE AS REQUIRED TO THE USING AGENCY, BUT NOT MORE THAN THIRTY (30) DAYS AFTER RECEIPT OF ORDER. DELIVERY IS TO BE NET F.O.B. DESTINATION ANY POINT IN THE STATE.

INVOICES: -----

SHALL BE SUBMITTED MONTHLY TO THE USING AGENCY. ALL INVOICES SHALL REFLECT APPROPRIATE ITEMIZED CHARGES. THIS IS REQUIRED TO ENABLE

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PROMPT PAYMENT AND VERIFICATION TO THE CONTRACT. INVOICES SHALL ALSO INCLUDE VENDOR'S FEDERAL I.D. #, PURCHASE ORDER NUMBER, AND YOUR NINE (9) DIGIT ZIP CODE.

PLAIN PAPER PHOTOCOPY EQUIPMENT CONTRACT SPECIAL PROVISIONS APPLICABLE TO THIS CONTRACT -----

1. DAMAGE: THE RISK OF LOSS AND DAMAGE TO ALL ITEMS OF EQUIPMENT WILL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR EXCEPT FOR DAMAGE RESULTING FROM ABUSE BY THE STATE.
2. INSTALLATION: EQUIPMENT PLACEMENTS ORDERED FROM THIS CONTRACT SHALL BE INSTALLED WITHIN 30 DAYS (ARO) AFTER RECEIPT OF ORDER.
3. SUBSTITUTION: THE CONTRACTOR MAY INSTALL EQUIPMENT OF BETTER QUALITY WITH CAPABILITIES IN EXCESS OF THAT QUOTED, PROVIDING THAT THE PRICE PER MONTH IS NOT MORE THAN THE PRICE FOR THE EQUIPMENT ORIGINALLY QUOTED AND PROVIDED THAT PRIOR NOTICE IS GIVEN TO THE STATE OF CONTRACTOR'S INTENTION TO SUBSTITUTE EQUIPMENT.
4. EARLY TERMINATION: EQUIPMENT PLACED BY THE CONTRACT MAY BE CANCELLED BY THE USING AGENCY UPON RECEIPT OF 30 DAYS WRITTEN NOTICE PLACED THROUGH THE PURCHASING/COMMODITY PROCUREMENT OFFICE. NO EARLY TERMINATION CHARGES WILL BE PERMITTED.
5. MAINTENANCE: CONTRACTOR MUST GUARANTEE ADEQUATE MAINTENANCE ON ALL MACHINES UNDER THIS AGREEMENT. ADEQUATE MAINTENANCE INCLUDES PERIODIC, PREVENTIVE SERVICE AND PROMPT REPAIR OF MALFUNCTIONING OR NON-FUNCTIONING EQUIPMENT. THE CONTRACTOR SHALL PROVIDE FULL MAINTENANCE DURING THE RENTAL PERIOD. THIS SHALL INCLUDE ALL PARTS, INCLUDING DRUMS OR MASTERS, OR LIKE TRANSFER MATERIALS AND SAFETY RETROFITS; LABOR, SERVICE AND PREVENTIVE MAINTENANCE. THE COST OF THE MAINTENANCE SHALL BE INCLUDED IN MONTHLY BASE CHARGE AND COST PER COPY AND ARE NOT SHOWN SEPARATELY. CONTRACTOR SHALL APPEAR AT THE EQUIPMENT LOCATION TO REPAIR SAME WITHIN 8 WORKING HOURS OF TELEPHONE CALL ADVISING OF EQUIPMENT FAILURE. NORMAL WORKING HOURS ARE DEFINED AS FROM 8:00 A.M. - 5:00 P.M., MONDAY - FRIDAY EXCLUDING ALL STATE LEGAL HOLIDAYS.
6. SUPPLIES: PROVISION OF OPERATING SUPPLIES IS ALSO INCLUDED IN THIS CONTRACT. SUPPLIES WILL BE FURNISHED BY THE MACHINE CONTRACTOR. CONTRACTOR SHALL DETERMINE REQUIRED SUPPLIES (EXCEPT PAPER AND STAPLES WHEN STAPLING IS NOT A BASIC MACHINE EQUIPMENT)

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FOR EACH INSTALLATION. SUPPLIES SHALL BE DELIVERED BY THE CONTRACTOR TO MEET AGENCY ACTIVITY REQUIREMENTS.

7. DEFECTIVE EQUIPMENT: IN THE EVENT THE EQUIPMENT INSTALLED PROVES TO BE DEFECTIVE TO THE EXTENT THAT AN UNREASONABLE NUMBER OF SERVICE CALLS ARE REQUIRED, AS DETERMINED BY THE PROCUREMENT OFFICER, AFTER CONSULTATION WITH THE CONTRACTOR, THE CONTRACTOR SHALL PROMPTLY REMOVE AND REPLACE THE DEFECTIVE EQUIPMENT WITHOUT ADDITIONAL COST TO THE STATE.
8. AGENCY'S MONTHLY VOLUME REQUIREMENTS: EQUIPMENT OFFERED SHALL PROVIDE FOR SUFFICIENT VOLUME RANGE TO MEET MONTHLY VOLUME REQUIREMENTS.
9. CONTRACTOR: THE CONTRACTOR MAY ELECT TO FURNISH ALL EQUIPMENT, SERVICE AND SUPPLIES FROM ONE POINT OR MAY SET UP A WORKING AGREEMENT WITH VARIOUS REPRESENTATIVE(S) TO SATISFY THE REQUIREMENTS OF THIS CONTRACT. REPRESENTATIVE(S) MUST BE CAPABLE OF FURNISHING EQUIPMENT SERVICE AND ORIGINAL EQUIPMENT MANUFACTURER SUPPLIES AS REQUIRED BY THIS CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE THROUGHOUT THE CONTRACT PERIOD FOR THE PERFORMANCE OF ALL REPRESENTATIVE(S) AND SHALL SUBMIT A CURRENT LIST OF REPRESENTATIVE(S) WITH ADDRESSES, TELEPHONE NUMBERS AND NAMES OF PERSON(S). THE CONTRACTOR SHALL PROVIDE THE DEPARTMENT OF GENERAL SERVICES WITH AN UPDATED LIST OF REPRESENTATIVES AS CHANGES OCCUR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL INVOICING AND REPORTS.
10. REPORTS: THE CONTRACTOR(S) WILL BE REQUIRED TO PROVIDE QUARTERLY REPORTS FOR ALL MACHINE ACTIVITY TO THE STATE UNDER THIS CONTRACT THE REPORT IS A REQUIREMENT AND A FACTOR IN THE CONTRACT RENEWAL PROCESS. IT WILL BE THE VENDORS RESPONSIBILITY TO DEVELOP A COMPUTER PROGRAM TO PROVIDE THE REQUIRED INFORMATION. THE REPORT SHALL INCLUDE THE FOLLOWING INFORMATION FOR EACH MACHINE:
 - 1-PURCHASE ORDER NUMBER
 - 2-USING AGENCY/POLITICAL SUBDIVISION ADDRESS
 - 3-BAND/REGION
 - 4-MONTHLY VOLUME
 - 5-MONTHLY VOLUME PERCENTAGE RELATIONSHIP TO MACHINES MONTHLY VOLUME RANGE
 - 6-MONTHLY INVOICE COST
 - 7-UPTIME PERCENTAGES

REPORTS SHALL BE EMAILED TO THE STATE CONTRACT ADMINISTRATOR:

LEAH HINSON

EMAIL: LEAH.HINSON@DGS.STATE.MD.US

NO LATER THAN APRIL 1, 2013, JULY 1, 2013 AND NOVEMBER 2, 2013.

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AND EACH SUCCESSIVE QUARTER THEREAFTER FOR EACH CONTRACT RENEWAL CYCLE FAILURE TO PROVIDE THE REQUIRED REPORT INFORMATION IN THE ABOVE FORMAT SHALL BE CONSTRUED TO BE A BREACH OF THIS CONTRACT, AND DISQUALIFY THE INCUMBENT CONTRACTOR(S) FOR CONSIDERATION TO RENEW FOR THE REMAINING TERM(S) OF THE CONTRACT PERIOD.

11. MACHINE PERFORMANCE: THE COPIER SHALL BE REQUIRED TO OPERATE SATISFACTORILY AND PRODUCE ACCEPTABLE COPY QUALITY AT A 95% EFFECTIVENESS LEVEL DURING ANY MONTH DURING THE 3 YEAR PERFORMANCE PERIOD. THE EFFECTIVENESS LEVEL FOR A COPIER SHALL BE COMPUTED BY DIVIDING THE TOTAL REPRODUCTIVE TIME BY THE SUM OF THAT TIME PLUS THE MACHINE FAILURE DOWNTIME. THE COPIER FAILURE RATE SHALL NOT AVERAGE MORE THAN TWO (2) MALFUNCTIONS (BREAKDOWNS) PER MONTH, REQUIRING CONTRACTOR CORRECTIONS, FOR THE HIGHEST MONTHLY VOLUME (THE MANUFACTURER'S MAXIMUM RECOMMENDED MONTHLY VOLUME) RECOMMENDED IN THE BENCHMARK RANGE. MACHINES WHICH DEVELOP A TREND OF REQUIRING AN EXCESSIVE NUMBER OF SERVICE CALLS SHALL BE REPORTED BY THE AGENCIES TO DGS FOR REVIEW FOR COMPLIANCE WITH THIS PROVISION. FAILURE OF THE CONTRACTOR TO RESPOND WITH CORRECTIVE ACTION TO COMPLY WITH THIS PROVISION MAY BE CAUSE FOR A FINDING OF DEFAULT. SERVICE CALLS WILL BE COUNTED IN THIS TIME FRAME DUE TO MACHINE MALFUNCTION ONLY, NOT OPERATOR ERROR.

THE COPY MACHINE MUST PRODUCE ACCEPTABLE COPY ON COLORED PAPER AND LABELS.

THE EQUIPMENT MUST REPRODUCE ACCEPTABLE COPY QUALITY FROM: SOLIDS, ARCHITECTURAL PATTERNS, GRADUATED TONES, LINES AND GRIDS, STANDARD BLACK GRAPHITE #2 AND RED PENCILS, BLUE BALLPOINT PEN, NCR COPIES, PHOTOGRAPHS AND COLORED ORIGINALS, SUCH AS INVOICES, SHIPPING DOCUMENTS, ETC.

ALL ELECTRICAL EQUIPMENT FURNISHED MUST BE GROUNDED AND APPROVED, TO MEET STANDARDS ESTABLISHED BY NATIONALLY RECOGNIZED TESTING LABORATORIES. THE COPIER SHALL BE EQUIPPED WITH A NON-RESETTABLE COPY METER.

ALL EQUIPMENT MACHINES SHALL BE FULLY SERVICED AND READY FOR OPERATION WHEN DELIVERED. THIS REQUIREMENT SHALL INCLUDE A FULL CHARGE OF DEVELOPER, TONER, ETC.

THE EQUIPMENT MAY BE A CONSOLE MODEL OR DESKTOP MODEL WITH STAND. IF DESKTOP, A STAND SHALL BE INCLUDED.

PRICES QUOTED TO INCLUDE UNCRATING, PLACING ON FLOOR AT ELECTRICAL

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TERMS (cont'd):

OUTLET.

COPIER SPEEDS CANNOT BE REDUCED MORE THAN 10% OF THE RATED SPEED OFF THE GLASS WHEN THE FEEDER ACCESSORY IS ENGAGED USING MULTIPLE ORIGINALS, OR MORE THAN A 30% DECREASE IN RATED SPEED WHEN THE AUTOMATIC DUPLEXING IS ENGAGED. (NOT APPLICABLE TO BAND I).

MACHINE PERFORMANCE (CONTINUED):

FORMULA PT DIVIDED (ST PLUS MD) EQUALS EFFECTIVENESS LEVEL

PT: TOTAL PRODUCTIVE TIME

ST: SUM OF THAT TIME

MD: MACHINE DOWN

A SERVICE LOG SHALL BE INCLUDED WITH EACH MACHINE. THE CONTRACTOR AND THE AGENCY SHALL JOINTLY MAINTAIN THE SERVICE LOG. MAKE, MODEL NUMBER AND DATE OF INSTALLATION SHALL BE RECORDED BY THE CONTRACTOR. THE CONTRACTOR'S REPRESENTATIVE AND THE AGENCY SHALL COMPLETE THE LOG EACH TIME SERVICE IS REQUESTED, LISTING RESPONSE TIME, CAUSE OF BREAKDOWN OR DOWNTIME, AND TIME FOR REPAIRS. THE CONTRACTOR'S REPRESENTATIVE SHALL SIGN THE LOG WHEN SERVICE HAS BEEN COMPLETED AND THE LOG SHALL BE COUNTERSIGNED BY THE PERSON IN THE AGENCY DESIGNATED AS IN CHARGE OF THAT PARTICULAR COPIER. THIS LOG WILL SERVE AS A BASIS FOR ANY COMPLAINT OF EXCESS DOWNTIME, SLOW RESPONSE TO SERVICE CALLS AND INACTIVE OPERATION. SHOULD THE CAUSE OF THE SERVICE CALL BE DETERMINED BY MUTUAL CONSENT, TO BE AN OPERATOR ERROR, MISUSE OR ABUSE BY THE AGENCY, "DOWNTIME" WILL NOT BE A FACTOR IN DETERMINING UNSATISFACTORY MACHINE PERFORMANCE.

12. PRODUCT DEMONSTRATION: THE STATE MAY REQUIRE THE VENDOR TO PROVIDE A DEMONSTRATION OF ALL MODELS PROPOSED FOR THIS CONTRACT. VENDOR SHOULD EXPECT TO DELIVER AND SET UP (2) TWO FULLY FUNCTIONAL DEVICES FOR EACH CATEGORY. THE VENDOR SHOULD EXPECT TO PROVIDE A DEMONSTRATION OF THE FEATURES AND FUNCTIONS OF EACH DEVICE AND ALL THE STATE STAFF TO INDEPENDENTLY TEST THE DEVICES FOR UP TO (5) FIVE BUSINESS DAYS. VENDOR SHOULD HAVE TECHNICIAN ON CALL TO ANSWER QUESTIONS OR PROVIDE ASSISTANCE. FOR NORMAL USE. THE AGENCY WILL BE RESPONSIBLE ONLY FOR COST PER COPY CHARGES FOR COPIES MADE. WHERE VARIABLE COST PER COPY CHARGES HAVE BEEN QUOTED, THE COST PER COPY SHALL BE THE LOWEST UNIT PRICE.
13. TRAINING PROGRAM: THE CONTRACTOR SHALL PROVIDE MATERIALS AND INSTRUCTIONAL PERSONNEL FOR THE TRAINING AND/OR RETRAINING OF USERS OF THIS EQUIPMENT. THIS SHALL BE PERFORMED WITHIN FIVE DAYS AFTER INSTALLATION AND PRIOR TO ACTUAL OPERATION.

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14. COPY CREDIT PLAN: A SPECIFIC AMOUNT PER COPY CREDITED FOR UNUSABLE COPIES MADE BY EITHER THE AGENCY OR THE TECHNICAL REPRESENTATIVE SHALL BE CREDITED. THE AMOUNT TO BE CREDITED FOR UNUSABLE COPIES SHALL BE THE SAME COST PER COPY CHARGE. IF MORE THAN ONE COST PER COPY CHARGE IS GIVEN, THEN THE HIGHEST AMOUNT (UNIT PRICE) WILL BE APPLIED FOR CREDIT.
15. EQUIPMENT REPLACEMENTS: COPIERS ON CONTRACT THAT ARE REPLACED DURING THE TERM OF THE CONTRACT MUST HAVE PRIOR APPROVAL BY THE DEPARTMENT OF GENERAL SERVICES. APPROVAL IS CONTINGENT UPON COMPLIANCE WITH THE FOLLOWING CONDITIONS:
- A) THE CONTRACTOR REQUESTS APPROVAL IN WRITING TO THE DEPARTMENT OF GENERAL SERVICES.
 - B) THE REPLACEMENT COPIER IS OF GREATER TECHNOLOGY AND OFFERS THE SAME OR MORE FEATURES THAN THE COPIER BEING REPLACED.
 - C) THE REPLACEMENT COPIER HAS THE SAME PRICES OR LESS THAN THE COPIER BEING REPLACED. THIS ALSO INCLUDES ALL COST PER COPY CHARGES.

16. MANUFACTURER EQUIPMENT CERTIFICATION

NO PRODUCT WILL BE ACCEPTED IF ITS CERTIFIED DATE OF MANUFACTURER WAS PRIOR TO JANUARY 1, 2011. A CERTIFIED STATEMENT SHALL BE REQUIRED FROM THE MANUFACTURER WHICH AUTHENTICATES DATE OF MANUFACTURE.

*** REMANUFACTURED DEFINITION: MEANS PHOTOCOPYING EQUIPMENT THAT HAS BEEN SUBJECT TO FACTORY/PLANT PROCESSES WHICH INCLUDES DISASSEMBLY TO CERTAIN STANDARDS ESTABLISHED BY OFFERER, CLEANED, REFINISHED, INSPECTED AND TESTED TO NEW OR NEWLY MANUFACTURED MACHINE TEST TOLERANCES, REPLACEMENT OF NON-FUNCTIONING PARTS OR COMPONENTS WITH NEW, REMANUFACTURED, OR USED PARTS, AND INSTALLATION OF ALL RETROFITS AS DESIGNATED BY THE FACTORY/PLANT AS FIELD MANDATORY AS OF DATE OF EQUIPMENT INSTALLATION. COMPONENTS/ PARTS WHICH ARE OTHER THAN NEW ARE CERTIFIED BY TECHNICAL EXPERIENCE AS NOT AFFECTING MACHINE PERFORMANCE.

PLAIN PAPER PHOTOCOPY EQUIPMENT CONTRACT
GENERAL SPECIFICATIONS APPLICABLE TO THIS CONTRACT

DELIVERY: DELIVERIES SHALL BE MADE AS REQUIRED TO THE USING AGENCY, BUT NOT MORE THAN THIRTY (30) DAYS (ARO) AFTER RECEIPT OF ORDER.

INVOICES: SHALL BE SURMITTED MONTHLY TO THE USING AGENCY. ALL

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INVOICES SHALL REFLECT APPROPRIATE ITEMIZED CHARGES.
INVOICES SHALL INCLUDE FEDERAL I.D. # AND PURCHASE ORDER
NUMBER.

THE PROCUREMENT OFFICER RESERVES THE RIGHT TO ANNUL ANY CONTRACT IF IN ITS OPINION THERE SHALL BE A FAILURE AT ANY TIME TO PERFORM FAITHFULLY ANY OF THE STIPULATIONS OR IN CASE OF ANY WILLFUL ATTEMPT TO IMPOSE UPON THE USING AGENCY MATERIAL, PRODUCTS, OR WORKMANSHIP INFERIOR TO THAT REQUIRED.

VENDOR SHALL NOT ACCEPT CHANGES, ADDITIONS, WAIVERS OR SUBSTITUTIONS IN THE PROVISIONS OF THIS ORDER UNLESS FURNISHED IN WRITING BY DGS AND SIGNED BY THE PROCUREMENT OFFICER. SHOULD ANY CHANGE CAUSE AN INCREASE IN THE VENDOR'S COST OR TIME FOR PERFORMANCE THAT IS NOT REFLECTED IN THE WRITTEN CHANGE NOTICE, VENDOR SHALL ASSERT ITS CLAIM FOR SAME WITHIN 10 DAYS AFTER DATE OF NOTICE.

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

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

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE