

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B3600171

**PRINT DATE:** 11/09/22

**PAGE:** 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

### VENDOR ID:

TOSHIBA AMERICA BUSINESS SOLUTIONS INC  
25530 COMMERCE CENTRE DR

LAKE FOREST, CA 92630  
(949) 462-6082

### REFER QUESTIONS TO:

MIKE MYERS  
(410) 767-4281  
MIKE.MYERS@MARYLAND.GOV

### ITB:

**EXPR DATE:** 12/31/23  
**POST DATE:** 11/09/22

**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: COPIERS AND MANAGED PRINT SERVICES \*  
\*\*\*\*\*  
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA):  
NASPO VALUEPOINT RFP-NP-18-001  
\*\*\*\*\*

THIS IS (2) TWO OF (3) THREE RENEWAL OPTIONS.

OPTION TWO TERM: JANUARY 01, 2023 THROUGH DECEMBER 31, 2023, WITH  
THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS AND PRICE.

\*THIS NASPO VALUEPOINT MASTER AGREEMENT MAY BE USED BY ALL STATE AGENCIES, INSTITUTIONS OF HIGHER EDUCATION, POLITICAL SUBDIVISIONS AND OTHER ENTITIES AUTHORIZED TO USE STATEWIDE CONTRACTS IN THE STATE OF MARYLAND. ISSUES OF INTERPRETATION AND ELIGIBILITY FOR PARTICIPATION ARE SOLELY WITHIN THE AUTHORITY OF THE STATE CHIEF PROCUREMENT OFFICIAL.

\*THIS CONTRACT IS BASED ON AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA). THE RENEWAL OPTIONS WILL BE BASED ON THE TERMS OF THE MASTER AGREEMENT, CONTRACTOR PERFORMANCE, AND CONTRACT USAGE.

### PRIMARY VENDOR CONTACT:

RICK JACKSON SR.  
949-462-6089

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### TERMS (cont'd):

RICK.JACKSON@TABS.TOSHIBA.COM

1. THE STATE OF MARYLAND AND ALL AUTHORIZED AGENCIES MUST ISSUE PURCHASE ORDERS TO THE PRIMARY VENDOR (MANUFACTURER) ONLY, HOWEVER, A MANUFACTURER'S AUTHORIZED DEALER CAN PROVIDE SERVICES, MAINTENANCE, OR EQUIPMENT AND SUPPLY FULFILLMENT ON BEHALF OF A MANUFACTURER.

2. INVOICING IS PERMISSIBLE FROM MANUFACTURERS ONLY, AND ARE NOT ALLOWED FROM A MANUFACTURER'S AUTHORIZED DEALER.

3. CONTACT THE OFFICE OF STATE PROCUREMENT FOR STATE OF MARYLAND TERMS AND CONDITIONS, MANDATORY AFFIDAVITS, NASPO PARTICIPATING ADDENDUM, RENTAL, LEASE, SERVICE LEVEL AGREEMENTS AND OTHER CONTRACT DOCUMENTS.

THE FOLLOWING PRODUCTS AND SERVICES ARE INCLUDED IN THIS CONTRACT PORTFOLIO:

1. GROUP A: MULTI-FUNCTION COLOR OR BLACK/WHITE DEVICES CAPABLE OF PRINTING VARIOUS DOCUMENTS IN THE 20-90 PAGE PER MINUTE (PPM) RANGE.

2. GROUP C: PRODUCTION EQUIPMENT CAPABLE OF PRINTING COLOR OR BLACK/WHITE DOCUMENTS IN THE 65-131+ PPM RANGE.

3. GROUP D : SINGLE-FUNCTION PRINTER CAPABLE OF PRINTING COLOR OR BLACK/ WHITE DOCUMENTS IN THE 20-61+ PPM RANGE. A SINGLE-FUNCTION PRINTER IS DEFINED AS AN INKJET OR LASER DEVICE THAT ONLY PRINTS AND IS NOT CAPABLE OF OTHER FUNCTIONS SUCH AS COPYING, FAXING OR SCANNING.

4. GROUP E: LARGE/WIDE FORMAT EQUIPMENT CAPABLE OF PRINTING 1-20+ COLOR OR BLACK/WHITE PPM DOCUMENTS.

5. GROUP F: 10-131+ PPM DOCUMENT SCANNERS.

6. MANAGED PRINT SERVICES (MPS)

7. SUPPLIES

8. SOFTWARE

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### TERMS (cont'd):

REFER TO THE APPLICABLE GROUP A, B, C, D, E, F, MPS, SOFTWARE AND SUPPLIES PRICE LISTS FOR THE CURRENT EQUIPMENT MODELS AND PRICING. THE BLANKET PURCHASE ORDER AND PRICELISTS ARE LOCATED AT [PROCUREMENT.MD.GOV](http://PROCUREMENT.MD.GOV), OR FROM THE OFFICE OF STATE PROCUREMENT (OSP).

CONTACT THE OFFICE OF STATE PROCUREMENT FOR TERMS AND CONDITIONS, MANDATORY AFFIDAVITS, NASPO PARTICIPATING ADDENDUM, SERVICE LEVEL AGREEMENTS AND OTHER CONTRACT DOCUMENTS.

MARYLAND HOUSE BILL 448: WHEN PURCHASING AN ELECTRONIC PRODUCT TO BE USED BY THE STATE, A STATE AGENCY OR UNIT SHALL PURCHASE AN ELECTRONIC PRODUCT LISTED ON THE ELECTRONIC PRODUCT ENVIRONMENTAL ASSESSMENT TOOL (EPEAT) REGISTRY: RATED SILVER OR GOLD.

PAYMENT TERMS: NET 30

FOB: DESTINATION

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.

### 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 OFFICE OF STATE PROCUREMENT, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO [DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV](mailto: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

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### **TERMS (cont'd):**

VALUE, WHICHEVER IS HIGHER.

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 EQUIPMENTS LEASE AGREEMENT THAT THEY WILL EITHER DESTROY THE ELECTRONIC STORAGE MEDIA OR ENSURE THAT THE ELECTRONIC STORAGE MEDIA HAS BEEN SANITIZED IN ACCORDANCE WITH NIST SP800-88.

#### TERMINATION FOR CONVENIENCE:

UPON WRITTEN NOTICE TO THE CONTRACTOR, THE STATE MAY TERMINATE THIS CONTRACT, IN WHOLE OR IN PART WHENEVER THE STATE SHALL DETERMINE THAT SUCH TERMINATION IS IN THE BEST INTEREST OF THE STATE. THE STATE SHALL PAY ALL REASONABLE COSTS INCURRED UP TO THE DATE OF TERMINATION AND ALL REASONABLE COSTS ASSOCIATED WITH TERMINATION OF THE CONTRACT. HOWEVER, THE CONTRACTOR MAY NOT BE REIMBURSED FOR ANTICIPATORY PROFITS.

TERMINATION HEREUNDER, INCLUDING THE DETERMINATION OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES, SHALL BE GOVERNED BY THE PROVISIONS OF COMAR 21.07.01.12A(2).

#### TERMINATION FOR DEFAULT:

WHEN THE CONTRACTOR HAS NOT PERFORMED OR HAS UNSATISFACTORILY PERFORMED THE CONTRACT, PAYMENT SHALL BE WITHHELD AT THE DISCRETION OF THE STATE. FAILURE ON THE PART OF A CONTRACTOR TO FULFILL CONTRACTUAL OBLIGATIONS SHALL BE CONSIDERED JUST CAUSE FOR TERMINATION OF THE CONTRACT AND THE CONTRACTOR IS NOT ENTITLED TO RECOVER ANY COSTS INCURRED BY THE CONTRACTOR UP TO THE DATE OF TERMINATION. TERMINATION HEREUNDER, INCLUDING THE DETERMINATION OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES, SHALL BE GOVERNED BY THE PROVISIONS OF COMAR 21.07.01.11B.

#### MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS 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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0001	01621-00DMUT	EA			
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DIGITAL COPIER MULTIPLE FUNCTION MACHINE.

\_\_\_\_\_ END OF ITEM LIST \_\_\_\_\_

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**AUTHORIZED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE