

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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**BPO NO:** 001B3600105

**PRINT DATE:** 07/21/23

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<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> QUADIENT INC 478 WHEELERS FARMS RD  MILFORD, CT 06461 (703 )564-4647	<b>REFER QUESTIONS TO:</b>  MIKE MYERS (410 )767-4281 MIKE.MYERS@MARYLAND.GOV	
<b>ITB:</b>	<b>EXPR DATE:</b> 05/14/24 <b>POST DATE:</b> 11/09/22	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> .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: MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA) NASPO MASTER AGREEMENT CTR058809

TERM: 11/9/22- 5/14/24 WITH THREE (3) ONE-YEAR OPTION AVAILABLE AT THE DISCRETION OF NASPO.

VENDOR CONTACT:  
MICHAEL BEHRINGER  
M.BEHRINGER@QUADIENT.COM  
202-439-6294

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

PARTICIPATING ADDENDUM DATED 9/01/22 BETWEEN QUADIENT, INC. AND THE STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES, ON BEHALF OF THE STATE OF MARYLAND (HEREINAFTER REFERRED TO AS THE PARTICIPATING ADDENDUM).

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

THIS IS AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA)

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### TERMS (cont'd):

IN ACCORDANCE WITH NASPO CONTRACT CTR058809 (THE MASTER AGREEMENT). BASED ON THIS CONTRACT, THE VENDOR WILL SUPPLY SUPPLIES AND MAINTENANCE TO THE STATE OF MARYLAND AND ITS AGENCIES.

#### RENEWALS:

RENEWAL OPTIONS WILL BE BASED ON THE MASTER CONTRACT TERMS AND CONDITIONS, MARKET RESEARCH THAT WILL BE CONDUCTED AT THE TIME OF RENEWAL, AND THE DISCRETION OF NASPO. UPON MUTUAL WRITTEN AGREEMENT, THIS CONTRACT MAY BE RENEWED FOR ANY COMBINATION OF FULL OR PARTIAL YEAR RENEWALS UP TO TWELVE (12) MONTHS.

SOFTWARE SUBSCRIPTION TERMS AND SOFTWARE LICENSE TERMS AND CONDITIONS SHALL BE MUTUALLY AGREED UPON, IN WRITING, BY THE PURCHASING ENTITY'S AUTHORIZED INDIVIDUAL AND QUADIENT, INC.

ALL PURCHASING ENTITIES REQUIRING THE USE OF A POSTAGE METER WILL COMPLY WITH ALL UNITED STATES POSTAL SERVICE REGULATIONS AND METER TERMS AND CONDITIONS.

ANY ORDER PLACED BY A PARTICIPATING ENTITY FOR A PRODUCT AND/OR SERVICE AVAILABLE UNDER THE MASTER AGREEMENT SHALL BE DEEMED TO BE A SALE UNDER (AND GOVERNED BY THE PRICES AND OTHER TERMS AND CONDITIONS) THE MASTER AGREEMENT UNLESS THE PARTIES TO THE ORDER AGREE, IN WRITING, THAT ANOTHER CONTRACT OR AGREEMENT APPLIES TO SUCH ORDER.

ALL ORDERS ARE TO BE MADE OUT AND PROCESSED BY QUADIENT, INC. AND SHOULD CONTAIN THE FOLLOWING:

- (1) MANDATORY LANGUAGE: PURCHASE ORDER IS SUBJECT TO NASPO CONTRACT CTR058809,
- (2) NAME, ADDRESS, CONTACT, PHONE NUMBER, AND SIGNATURE.

THE TERMINATION OR EXPIRATION OF THE MASTER AGREEMENT OR THE STATE PARTICIPATING ADDENDUM OR THE BPO SHALL IN NO WAY RELIEVE ANY INDIVIDUAL ENTITY FROM ITS OBLIGATIONS TO ANY PRODUCT LEASES OR POSTAGE METER RENTAL AGREEMENTS THAT WERE ENTERED INTO PRIOR TO THE DATE OF ANY SUCH TERMINATION.

ALL PURCHASE ORDERS ISSUED BY PURCHASING ENTITIES WITHIN THE JURISDICTION OF THIS PARTICIPATING ADDENDUM SHALL INCLUDE THE PARTICIPATING STATE/ENTITY'S CONTRACT NUMBER 001B3600105 AND THE LEAD STATE PRICE AGREEMENT NUMBER: NASPO CONTRACT NUMBER CTR058809.

#### 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

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### TERMS (cont'd):

ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THIS 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 PRESTON ST, BALTIMORE, MD 21201, WITHIN THIRTY (30) 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.STATEWIDECONTRACTUSAGEREPORT@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 OR ONE PERCENT (1%) OF THE CONTRACT'S ESTIMATED VALUE, WHICHEVER IS HIGHER.

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:

- (1) A COUNTY OR BALTIMORE CITY;
  - (2) A MUNICIPAL CORPORATION;
  - (3) 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;
  - (4) 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 INDEPENDANT SCHOOLS; AND
    - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
- OR
- (5) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT. THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING

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**TERMS (cont'd):**

POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

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 (4) 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 AN ENTITY, FROM WHICH THE CONTRACTOR RECEIVES AN ORDER, UNDER THIS CONTRACT, IS A UNIT OR AGENCY OF THE STATE OF MARYLAND, SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE STATE AND QUADIENT, INC. HAVE AGREED TO INCORPORATE THE ATTACHED MARYLAND TERMS AND CONDITIONS FOR COMMODITY PURCHASES OVER \$25,000. IN THE EVENT OF A CONFLICT BETWEEN THE ATTACHED MARYLAND TERMS AND CONDITIONS AND THE TERMS AND CONDITIONS OF NASPO CONTRACT CTR058809, THE TERMS AND CONDITIONS OF THE STATE OF MARYLAND WILL TAKE PRECEDENCE.

0001            60071-000099            EA

MAIL ROOM EQUIPMENT, (LEASED), MAILING MACHINES, SCALES, FOLDING/INSERTING EQUIPMENT, SYSTEMS ETC.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

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

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**AUTHORIZED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**BUYER AUTHORIZED DESIGNEE**