

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B3600167

PRINT DATE: 10/07/22

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

SHARP ELECTRONICS CORP
100 PARAGON DR

MONTVALE, NJ
(610)502-0388

07645

REFER QUESTIONS TO:

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

ITB:

EXPR DATE: 12/31/23
POST DATE: 10/06/22

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:

CHRIS BUSH
804-519-3703

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TERMS (cont'd):

BUSHC@SHARPSEC.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, AND B: 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 F: 10-131+ PPM DOCUMENT SCANNERS.

5. MANAGED PRINT SERVICES (MPS)

6. SUPPLIES

7. SOFTWARE

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, OR FROM THE OFFICE OF STATE PROCUREMENT (OSP).

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TERMS (cont'd):

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
TRANSACTIONED 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.

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
VALUE, WHICHEVER IS HIGHER.

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TERMS (cont'd):

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'S 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

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

AUTHORIZED BY: _____

Mike Myers

BUYER AUTHORIZED DESIGNEE

DATE: 10/11/22

NASPO ValuePoint
PARTICIPATING ADDENDUM



**COPIERS AND MANAGED PRINT
SERVICES**

Led by the State of Colorado

Master Agreement #: 140603

Contractor: Sharp Electronics Corporation

Participating State or Entity: Maryland

SUBJECT: Addendum No. 1 to Participating Addendum

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.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Maryland	Contractor: Sharp Electronics Corporation
By: Calvin E. Gladden II	By: Mike Marusic
Name: 	Name: 
Title: Program Manager	Title: President & CEO of SIICA
Date: 12/20/2019	Date: 11/21/19

[Additional signatures may be required by Participating State]

For questions on executing a Participating Addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org, to support documentation of participation, and to post in appropriate data bases]



COPIERS AND MANAGED PRINT SERVICES

Led by the State of Colorado

Master Agreement #: 140603

Contractor: **Sharp Electronics Corporation**

Participating State or Entity: Maryland

The following products and services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group F – Scanners
- Managed Print Services (MPS)
- Supplies
- Software

1. **Scope:** This Addendum covers the NASPO ValuePoint Master Agreement for Copiers and Managed Print Services led by the State of Colorado, for use by state agencies and other entities located in the Participating State/Entity and authorized by that state's statutes to utilize state contracts with the prior approval of the state's Chief Procurement Officer.
2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective state Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer.
3. **Order of Precedence:**
 - a) A Participating Entity's Participating Addendum;
 - b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
 - c) An Order issued against the Master Agreement;
 - d) The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services;
 - e) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
 - f) The Contractor's Supplemental Documents, including all Attachments.
4. **Term of the Master Agreement:**

**COPIERS AND MANAGED PRINT
SERVICES**

Led by the State of Colorado

a) **Initial Term:** The Parties' respective performances under the Master Agreement commenced on August 21, 2019, and shall terminate on December 31, 2021, unless terminated sooner, as specified in **Section 6.10, Defaults and Remedies**, of the Master Agreement.

b) **Extension:** The Master Agreement may be extended beyond the original contract period for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, via written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.

5. **Participating State or Entity Modifications or Additions to the Master Agreement:** The following are items that each Participating State or Entity should consider when drafting a Participating Addendum:

a) **State specific terms and conditions:** Participating States or Entities may add statutory terms required to execute a Participating Addendum. The Master Agreement Terms and Conditions should be reviewed to ensure there is no conflict with what your state may accept. The Master Agreement Terms and Conditions are intended to be utilized as a baseline for state specific requirements.

b) **Administrative Fees:** The Master Agreement allows Participating States and Entities to incorporate an administrative fee into the published Master Agreement pricing.

c) **Supplemental Documents:** The Contractor's Supplemental Documents are attached to the Master Agreement as **Attachment A through Attachment D**. Each Participating State or Entity is responsible for negotiating the terms and conditions of each of these documents, if they so choose. The Lead State has only negotiated the language to the extent it aligns with the Master Agreement Terms and Conditions; however, any further negotiations are at the discretion and responsibility of the Participating State or Entity.

d) **Authorized Dealers:** All Contractor approved Dealers are listed in **Exhibit C (Authorized Dealers by State)**. The Participating State or Entity may limit the number of Dealers they use, and/or request that the Contractor approve additional Dealers. The Contractor Dealer's participation will be in accordance with the terms and conditions set forth in the Master Agreement.

e) **Product Offerings:** The Contractor is authorized to provide Products as referenced on the first page of this template, and as detailed in **Section 4.3, Product Offerings**, of the Master Agreement. Each Participating State or Entity shall determine what Product Offerings they will limit, if any, in their Participating Addendum. Additional consideration should be given to the following:

- **Third-Party Software**
- **Consumable Supplies**
- **Remanufactured/Refurbished Equipment**



COPIERS AND MANAGED PRINT SERVICES

Led by the State of Colorado

- **Open Market Items**
- **Emerging Technologies**

f) **Service Offerings:** The Contractor is authorized to provide Services as referenced on the first page of this template, and as detailed in **Section 4.4, Service Offerings**, of the Master Agreement. Each Participating State or Entity shall determine what Service Offerings they will limit, if any, in their Participating Addendum. Additional consideration should be given to the following:

- **Managed Print Services – Attachment C (Sharp Sample MPS Statement of Work Template)**, of the Master Agreement, provides a framework for any ensuing MPS engagement. Prior to any

commencement, all MPS engagements must be agreed to and signed by both Purchasing Entity and Contractor.

- **Maintenance Agreements:**
 - Automatic renewals are not permitted under the Master Agreement
 - Contractor shall have the ability to blend the Service and Supply costs over a large Equipment fleet
 - **Manual Meter Reads** - As part of its Services, Contractor may, at its discretion and dependent upon device capabilities, provide electronic remote meter reading and equipment monitoring. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades
 - **Customer-Owned Equipment**
 - **Lease or Rental Equipment**
 - **Legacy Equipment**
- **Service Requirements** – Participating States and Entities may negotiate their own Service Level Agreement (SLA) with the Contractor; however, the minimum requirements are outlined in **Section 4.4.3(b)** of the Master Agreement. Additional consideration should be given to the following:
 - **Service Level Calculations**
 - **Reporting**

g) **Purchase, Lease, and Rental Programs:** Per **Section 4.5** of the Master Agreement the Contractor is authorized and/or required to provide and adhere to the following:

- **Acquisition Methods** – Participating States and Entities should determine which options they will allow:
 - **Purchase**



COPIERS AND MANAGED PRINT SERVICES

Led by the State of Colorado

- Fair Market Value (FMV) Lease
- \$1 Buyout Lease
- Straight Lease
- Cancellable Rental
- Short-Term Lease
- **Leasing and Rental Terms and Conditions** – Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Agreement, and as negotiated by the Participating State or Entity.

h) Security Requirements:

- Per **Section 4.6.2, Sensitive Information**, of the Master Agreement, the Participating State or Entity shall define “sensitive information” in their Participating Addendum.
- Per **Section 4.6.5, Hard Drive Removal and Surrender**, of the Master Agreement, the Participating State or Entity shall determine which hard drive disposal options they will require.

i) Shipping and Delivery Requirements

- j) Inspection and Acceptance:** Per **Section 4.10.3** of the Master Agreement, confirmation of Product Acceptance occurs upon signature of **Exhibit B (Sample D&A Certificate)**, or within five (5) Business Days after Product install, unless otherwise stated in a Participating Addendum.

- k) Warranty Requirements** – The Contractor must adhere to the warranty requirements as outlined in **Section 4.11** of the Master Agreement; however, Participating States and Entities may negotiate additional requirements with the Contractor.

Participating State or Entity must check one of the boxes below. These modifications or additions apply only to actions and relationships within the Participating State or Entity. A Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to their contractual relationship with the Contractor under the Terms and Conditions of the State of Colorado NASPO ValuePoint Master Agreement.

☒ No changes to the terms and conditions of the Master Agreement are required.

☐ The following changes are modifying or supplementing the Master Agreement terms and conditions:



**COPIERS AND MANAGED PRINT
SERVICES**

Led by the State of Colorado

6. **Master Price Agreement Number:** All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: 140603
7. **Orders:** Any Order placed by a Purchasing 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) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

Orders can be made out to (a) Contractor or (b) Authorized Dealers as approved by Contractor and the Participating State or Entity. To the extent the Purchasing Entity and the Contractor agree on additional terms, the terms will be documented on the Purchasing Entity Order, and signed by both parties.

All orders should contain the following (1) "PO is subject to NASPO ValuePoint Master Agreement, Contract # 140603, and the Participating Addendum, Contract # _____" (2) Purchasing Entity Name, Address, Contact, & Phone-Number (3) Order amount (4) Type of Order (Purchase, FMV Lease, \$1 Buyout Lease, Straight Lease, Short-Term Lease, or Cancellable Rental) and purchase amount, or monthly payment amount (5) Itemized list of accessories (6) Type of Service program and rates (7) Any Supplemental Documents, including the MPS SOW Template (if applicable).

8. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Chris Bush
Address	100 Paragon Drive, Montvale, NJ 07645
Telephone	804-519-3703
E-mail	BushC@sharpsec.com

Participating Entity

Name	Calvin E. Gladden II
Address	301 W. Preston St, Room M3, Baltimore, MD 21201
Telephone	410-767-4281
E-mail	calvin.gladden@maryland.gov

9. **Terms:** The Participating State or Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**COPIERS AND MANAGED PRINT
SERVICES**

Led by the State of Colorado

Master Agreement #: 140603

Contractor: Sharp Electronics Corporation

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SUBJECT: Addendum No. 1 to Participating Addendum

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Title: Program Manager	Title: President & CEO of SIICA
Date: 12/20/2019	Date: 11/20/19

[Additional signatures may be required by Participating State]

For questions on executing a Participating Addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

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