



# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

BPO NO: 001B7900163

PRINT DATE: 01/08/07

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### TERMS (cont'd):

- (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) RECEIVES STATE MONEY; AND
  - (II) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
  - (III) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE:
    - OR
- (6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC 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 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 NOT 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 ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

PRICES MUST INCLUDE ALL SHIPPING CHARGES TO DESTINATION (F.O.B.)

A) STATEWIDE REQUIREMENTS CONTRACT, ALL QUANTITIES ARE ESTIMATED.

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### TERMS (cont'd):

- B) CONTRACTOR WILL BE RESPONSIBLE FOR ALL TRANSPORTATION, SHIPPING AND INSIDE DELIVERY CHARGES.
- C) DELIVERIES SHALL BE MADE AS REQUIRED BY THE USING AGENCY, BUT NOT MORE THAN 20 DAYS AFTER RECEIPT OF ORDER.
- D) ALL ORDERS WILL BE SHIPPED AND BILLED DIRECT TO EACH USING AGENCY. AGENCY AUTHORIZED AGENTS (AGENCY BUYERS) WILL BE REQUIRED TO ISSUE WRITTEN PURCHASE ORDERS TO THE SUCCESSFUL MERCHANT FOR ALL ORDERING ACTIVITY. TELEPHONE ORDERS MUST BE FOLLOWED UP WITH ISSUANCE OF A PURCHASE ORDER WITHIN TWENTY-FOUR (24) HOURS OF NOTICE.

COMAR 21.02.03.06 REQUIRES THAT THE SUCCESSFUL BIDDER(S)/OFFEROR(S) UNDER THIS SOLICITATION PAY A FEE TO SUPPORT THE OPERATION OF EMARYLAND MARKETPLACE. A COPY OF COMAR 21.02.03.06 CAN BE FOUND ON THE EMMWEBSITE AT WWW.EMARYLANDMARKETPLACE.COM.

COMAR 21.02.03.06 INCLUDES A FEE SCHEDULE WHICH BIDDERS/OFFERORS SHOULD BUILD INTO THEIR BID/OFFER PRICES.

NORMALLY, CONTRACTORS WOULD BE REQUIRED TO PAY THE APPROPRIATE FEE UPON CONTRACT AWARD. HOWEVER, BECAUSE OF THE EXTREME VARIABILITY IN POSSIBLE USAGE UNDER THE CONTRACT, EITHER FOR A SINGLE CONTRACTOR OR FOR MULTIPLE CONTRACTORS, NO FEE WILL BE DUE AT THE TIME OF INITIAL AWARD. INSTEAD, AWARDS/USAGE WILL BE SUMMARIZED AND THE APPROPRIATE FEE ASSESSED ON A QUARTERLY BASIS.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN FIFTEEN (15) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD.

ALL COST TO THE STATE FOR ITEMS LISTED UNDER THIS CONTRACT ARE LISTED ON THE ATTACHED DICOUNT PRICING SHEET. ALL DISCOUNTS AND PRICES QUOTED SHALL REMAIN FIRM FOR THE TERM OF THE CONTRACT. PRICE DECREASES BY REASON OF MARKET CONDITIONS AND/OR OTHER CONSIDERATION SHALL BE PASSED ON TO THE STATE IMMEDIATELY.

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EDUCATION AND TRAINING SUPPORT SERVICES: PROVIDE THE CUSTOMER WITH A COMPREHENSIVE KNOWLEDGE (I.E., OPERATIONAL CAPABILITIES', USER TRAINING, MAINTENANCE TRAINING, REPAIR TECHNIQUES) OF PRODUCTS OFFERED HEREIN (I.E., COLOR COPIERS, COMPUTER ENHANCED COPIERS, SPECIAL APPLICATION COPIERS, MULTIFUNCTIONAL DIGITAL COPIERS, DUPLICATORS, HIGH-SPEED PRINTERS, SCANNERS, DIGITAL CAMERAS, SOFTWARE APPLICATIONS, PHOTOGRAPHIC LABORATORIES, SHREDDING MACHINES, MEDIA STORAGE, NETWORK AND OPTICAL SYSTEMS), PROCEDURES, PROCESSES, AND APPLICATIONS.

SERVICES SHALL INCLUDE DOCUMENT CONVERSION, DOCUMENT DESTRUCTION, RECORDS MANAGEMENT AND PHOTOGRAPHIC TRAINING OFFERED IN VARIOUS FORMS: ONSITE/OFFSITE, CD ROM BASED TRAINING, AND INTERACTIVE ON-LINE TRAINING. NOTE: TRAINING OF PERSONNEL THAT IS REQUIRED TO BE PROVIDE AT THE INITIAL INSTALLATION OR DURING THE COURSE OF THE CONTRACT AND TRAINING THAT IS NORMALLY PROVIDED BY THE VENDOR (AT NO ADDITIONAL COST THE STATE) IS NOT INCLUDED. ACQUISITION SHALL BE SUBJECT TO PROVISION OUTLINE IN THE STATE OF MARYLAND IT SECURITY POLICY, MASTER LEASE PROGRAM AND WRITTEN APPROVAL FROM THE DEPARTMENT OF GENERAL SERVICES.

DUE TO THE VARIABLE NATURE OF TRAINING THE REQUESTING AGENCY SHALL BE REQUIRED TO PROVIDE VENDORS WITH A SCOPE OF WORK STATEMENT. VENDORS SHALL PRICE THE AGENCY SCOPE OF WORK STATEMENT ACCORDING TO THE PRICING SUBMITTED IN RESPONSE TO SOLICITATION 01IT816335 FOR OFFICE IMAGING DOCUMENT SOLUTIONS.

REFERENCE VENDOR DISCOUNT PRICE SHEET FOR SERVICE PRICES

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PHOTOCOPIER CONTRACT

NETWORK OPTICAL IMAGING SYSTEMS: VENDOR SHALL PROVIDE NEW NETWORK OPTICAL IMAGING SYSTEMS WITH THE CAPABILITY TO SEARCH FOR DOCUMENTS FORM A VARIETY OF SOURCES SUCH AS DESKTOP COMPUTER, INTRANET/INTERNET, LAN/WAN. THE SOFTWARE MUST SUPPORT THE USER'S NEED IN CAPTURING DATA IN TYPED PRINT, HAND PRINT, MARK SENSE, AND BARCODE, ELECTRONIC DATA AND PAPER DOCUMENTS INTO AN ELECTRONIC FORMAT IN A RELIABLE, SECURED OPERATING ENVIRONMENT. TO ALLOW THE USER TO MIGRATE LEGACY BASED UNSTRUCTURED PAPER AND ELECTRONIC DATA INTO AN ELECTRONIC DOCUMENT. THE VENDOR SHALL SUPPLY THE HARDWARE AND SOFTWARE.

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ONE OR MORE OF THE FOLLOWING SHALL BE PROVIDED BY THE VENDOR, SOFTWARE/HARDWARE COMPONENTS INTO A MEDIA OF CHOICE: DATA AND DOCUMENT CAPTURE, DOCUMENT IMAGING, COMPUTER OUTPUT TO LASER DISK (COLD), STORAGE MANAGEMENT, DOCUMENT MANAGEMENT SCANNER, DOCUMENT MANAGEMENT AND OTHER RELATED EQUIPMENT. INCLUDES ALL DIRECTLY RELATED ATTACHMENTS, ACCESSORIES, SUPPLIES AND SOFTWARE. ACQUISITION SHALL BE SUBJECT TO PROVISION OUTLINE IN THE STATE OF MARYLAND IT SECURITY POLICY, MASTER LEASE PROGRAM AND WRITTEN APPROVAL FROM THE DEPARTMENT OF GENERAL SERVICES.

DUE TO THE VARIABLE NATURE OF NETWORK OPTICAL IMAGING SYSTEMS THE REQUESTING AGENCY SHALL BE REQUIRED TO PROVIDE VENDORS WITH A SCOPE OF WORK STATEMENT. VENDORS SHALL PRICE THE AGENCY SCOPE OF WORK STATEMENT ACCORDING TO THE PRICING SUBMITTED IN RESPONSE TO SOLICITATION 01IT816335 FOR OFFICE IMAGING DOCUMENT SOLUTIONS.

SEE VENDOR DISCOUNT PRICE SHEET FOR SERVICE PRICES

END OF ITEM LIST

VENDOR SHALL NOT ACCEPT CHANGES, ADDITIONS, WAIVERS, OR SUBSTITUTIONS IN THE PROVISIONS OF THIS CONTRACT UNLESS PROVIDED IN WRITING BY THE PROCUREMENT OFFICER.

DELIVERY:  
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DELIVERIES SHALL BE MADE AS REQUIRED TO THE USING AGENCY, BUT NOT MORE THAN TWENTY (20) 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 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.

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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**TERMS (cont'd):**

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08 DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS PURCHASE ORDER.

\*\*\*\*\* LAST PAGE \*\*\*\*\*

**AUTHORIZED BY:**

*Myrna L. Harris*

BUYER AUTHORIZED DESIGNEE

**DATE:**

*1/8/07*

**LOGIWARE LLC - DISCOUNT PRICE SHEETS - 10/12/2006 - PAGE 1**

<b>Commodity Type</b>	<b>Model/Item #</b>	<b>Manufacturer % Discount Offered</b>	<b>Final Cost to State with Discount</b>
<b>EMM Line # 39</b>	<b>Education &amp; Training Support Services</b>		
<b>Services</b>	Provide a comprehensive knowledge (i.e., operational capabilities, user training. <b>"No student limit," Unit per day.</b>	<b>8%</b>	<b>\$1,380.00</b>
<b>Services</b>	Provide a comprehensive knowledge (i.e., maintenance training, repair techniques) of products offered herein (i.e., color copiers, computer enhanced copiers, special application copiers, multifunctional digital copiers, duplicators, high-speed printers, scanners, software applications, media storage, network and optical systems), procedures, processes, and applications. <b>"No student limit," Unit per day.</b>	<b>8%</b>	<b>\$1,380.00</b>
<b>EMM Line #62</b>	<b>Networked Optical Imaging Systems</b>		
<b>Equipment</b>	New network optical imaging systems with the capability to search for documents from a variety of sources such as desktop computer, intranet/internet, LAN/WAN	<b>Next</b>	<b>Next</b>
<b>Equipment</b>	<b>Small System Standalone:</b> Business Management System/HC/AD 1-10 Clients. (Analysis Required)	<b>0%</b>	<b>Call</b>
<b>Equipment</b>	<b>Medium System 5 Workstation Network:</b> (Analysis Required)	<b>0%</b>	<b>Call</b>
<b>Equipment</b>	<b>HP Workstation xw8200 Microsoft® Windows®</b> (Analysis Required)	<b>0%</b>	<b>Call</b>
<b>Equipment</b>	The software must support the user's need in capturing data in typed print, hand print, mark sense, and barcode, electronic data and paper documents into an electronic format in a reliable, secured operating environment	<b>7%</b>	<b>Call</b>
<b>Equipment</b>	Allow the user to migrate legacy based unstructured paper and electronic data into an electronic document. (Analysis Required)	<b>5%</b>	<b>Call</b>
<b>Equipment</b>	Supply the software	<b>5%</b>	<b>Call</b>
<b>Equipment</b>	Supply the hardware	<b>5%</b>	<b>Call</b>

**LOGIWARE LLC - DISCOUNT PRICE SHEETS - 10/12/2006 - PAGE 2**

<b>Equipment</b>	Software/hardware components into a media of choice: data and document capture	<b>5%</b>	<b>Call</b>
<b>Equipment</b>	Document Imaging: 1-50K_one index	<b>5%</b>	<b>\$0.12</b>
<b>Equipment</b>	Document Imaging: 51-200_one index	<b>5%</b>	<b>\$0.10</b>
<b>Equipment</b>	Document Imaging: 3001K - Up_one index	<b>5%</b>	<b>\$0.70</b>
<b>Equipment</b>	Storage Management (Analysis Required)	<b>5%</b>	<b>Call</b>
<b>Equipment</b>	Document Storage Service: per box_per month	<b>5%</b>	<b>\$2.75</b>
<b>Equipment</b>	Accessories: (Analysis Required)	<b>0%</b>	<b>Call</b>
<b>Equipment</b>	Attachments: (Analysis Required)	<b>0%</b>	<b>Call</b>
<b>Equipment</b>	Supplies: (Analysis Required)	<b>2%</b>	<b>Call</b>
<b>Services</b>	Personnel Training: Provide a comprehensive knowledge (i.e., operational capabilities, user training. <b>"No student limit," Unit per day.</b>	<b>8%</b>	<b>\$1,380.00</b>
<b>Services</b>	Personnel Training: Provide a comprehensive knowledge (i.e., maintenance training, repair techniques) of products offered herein (i.e., color copiers, computer enhanced copiers, special application copiers, multifunctional digital copiers, duplicators, high-speed printers, scanners, software applications, media storage, network and optical systems), procedures, processes, and applications. <b>"No student limit," Unit per day.</b>	<b>8%</b>	<b>\$1,380.00</b>

*Pernell Blinn*

Signature:

SW/V.P.

Title:

LogiWare, LLC

Company Name:

374 Jamie Court

Glen Burnie, Maryland 21060

Company Address:

410-437-1590

Contact Phone: