

BLANKET PURCHASE ORDER

STATE OF MARYLAND

**** DRAFT ****

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

BPO NO: 001B4600039

PRINT DATE: 08/25/23

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: CORPORATE MAILING SERVICES INC 1625 KNECHT AVE BALTIMORE, MD 21227 (410)242-7356 EXT 106	REFER QUESTIONS TO: BENEDICT KRAGBE (410)767-7662 BENEDICT.KRAGBE1@MARYLAND.GOV	
ITB:	EXPR DATE: 08/30/24 POST DATE:	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 FOR PRESORT MAILING
00IT821041 / MDDGS31045308

THIS IS THE FINAL RENEWAL OPTION.

OPTION FINAL TERM: SEPTEMBER 01, 2023 THROUGH AUGUST 31, 2024, WITH THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS AND PRICE.

THERE ARE NO REMAINING RENEWAL OPTIONS LEFT UNDER CONTRACT 001B0600072.

VENDOR CONTACT: JENNIFER HOYER (CUSTOMER SERVICE SUPPORT MANAGER)
PHONE: 410-501-1153
EMAIL: JENH@WHYCMS.COM

THIS CONTRACT IS FOR PRESORT MAILING FOR STATEWIDE USING AGENCIES.

AMOUNTS PROVIDED ARE ESTIMATES ONLY AND DOES NOT GUARANTEE A MINIMUM OR MAXIMUM NUMBER OF UNITS OR USAGE IN THE PERFORMANCE OF THIS CONTRACT.

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PAGE: 02

TERMS (cont'd):

ATTACHED TO THIS BPO IS SECTION 3, SCOPE OF WORK, THAT PROVIDES THE FULL SCOPE OF PRESORT MAILING REQUIREMENTS OUTLINED IN THE IFB DATED JUNE 17, 2019.

ORIGINAL FUNDING PROVIDED THROUGH "USERS" THROUGHOUT THE STATE.

THERE IS A 30% MINORITY BUSINESS ENTERPRISE (MBE) GOAL ASSIGNED TO THIS CONTRACT.

PLEASE RETAIN ALL DOCUMENTS FOR FUTURE REFERENCE.

USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDRED-TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT SHALL BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORT PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. THE USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGESREPORT@MARYLAND.GOV.

ELECTRONIC TRANSACTION FEE:

1. 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 SHALL 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.

2. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, TEN (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 ALSO BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

3. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

**** DRAFT ****

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

BPO NO: 001B4600039

PRINT DATE: 08/25/23

PAGE: 03

TERMS (cont'd):

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.

4. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

(5) PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

(6) PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6)(A) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (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) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE; OR
- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
 - (A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
 - (B) 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.
- (7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE.

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

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

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BPO NO: 001B4600039

PRINT DATE: 08/25/23

PAGE: 04

TERMS (cont'd):

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 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.

THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT SOLICITED BY THE DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # 001IT821041/ MDDGS31045308 SHALL BE INCORPORATED HEREIN BY REFERENCE.

SHOULD THE STATE EXERCISE THE RENEWAL OPTIONS, THE TERMS AND UNIT PRICES SHALL BE AS FOLLOWS:

OPTION YEAR #1: SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2023.

UNIT PRICES:

0.03- NEXT DAY LETTER MAIL PRESORT METERED
0.09- NEXT DAY FLAT MAIL PRESORT METERED
0.03- NEXT DAY STANDARD MAIL PRESORT METERED
0.03- NEXT DAY PERMIT MAIL PRESORT METERED
0.05- NEXT DAY CERTIFIED MAIL PRESORT METERED

OPTION YEAR #2: SEPTEMBER 1, 2023 THROUGH AUGUST 31, 2024

UNIT PRICES:

0.03- NEXT DAY LETTER MAIL PRESORT METERED
0.09- NEXT DAY FLAT MAIL PRESORT METERED
0.03- NEXT DAY STANDARD MAIL PRESORT METERED
0.03- NEXT DAY PERMIT MAIL PRESORT METERED
0.05- NEXT DAY CERTIFIED MAIL PRESORT METERED

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STATE OF MARYLAND

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

BPO NO: 001B4600039

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PAGE: 05

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0001	91559	EA	
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MAIL SERVICES, EXPRESS.

NEXT DAY LETTER MAIL PRESORT METERED. UNIT PRICE 0.03

0002	91559	EA	
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MAIL SERVICES, EXPRESS.

NEXT DAY FLAT MAIL PRESORT METERED. UNIT PRICE 0.09

0003	96224	EA	
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COURIER/DELIVERY SERVICES

NEXT DAY STANDARD MAIL PRESORT METERED. UNIT PRICE 0.03

0004	96224-COURIE	EA	
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COURIER/DELIVERY SERVICES

NEXT DAY PERMIT MAIL FIRST CLASS PRESORT. UNIT PRICE 0.03

0005	91559	EA	
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MAIL SERVICES, EXPRESS.

NEXT DAY CERTIFIED MAIL PRESORT METERED. UNIT PRICE 0.05

0006	91559	EA	
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MAIL SERVICES, EXPRESS.

0007	91559	EA	
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MAIL SERVICES, EXPRESS.

END OF ITEM LIST

BLANKET PURCHASE ORDER

STATE OF MARYLAND

**** DRAFT ****

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

BPO NO: 001B4600039

PRINT DATE: 08/25/23

PAGE: 06

TERMS (cont'd):

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

AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE