

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B9400235

PRINT DATE: 10/26/18

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

LEAGUE FOR PEOPLE WITH DISABILITIES
8808 ORCHARD TREE LANE

TOWSON, MD 21286
(443)279-6900

REFER QUESTIONS TO:

FRANCINE JACKSON
(410)767-3039
FRANCINE.JACKSON@MARYLAND.GOV

ITB: E50R9400003

EXPR DATE: 10/31/21
POST DATE: 10/25/18

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: 443,735.60

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.

AGENCY CONTRACT
FORMS: GENERAL ASSESSMENT NOTICES
FOR THE
SDAT-REAL PROPERTY DIVISION

CONTRACT PERIOD: THIS IS A THREE (3) YEAR CONTRACT WITH TWO
(2), ONE (1) YEAR RENEWAL OPTIONS.

VENDOR NAME : THE LEAGUE FOR PEOPLE WITH DISABILITIES
VENDOR CONTACT : JIM PAPPAS
VENDOR NUMBER : 410.323.0500
VENDOR EMAIL : JPAPPAS@LEAGUEFORPEOPLE.ORG

AGENCY CONTACT: TARA GRAY OR DEBORAH MCCLAMY
AGENCY NUMBER : 410.767.1194 OR 410.767.4794
AGENCY EMAIL : TARA.GRAY@MARYLAND.GOV OR
DEBORAH.MCCLAMY@MARYLAND.GOV

CONTRACT MANAGER:

MARIA IALACCI 410-767-1193
MARIA.IALACCI@MARYLAND.GOV

THIS CONTRACT, OR ANY PART OF THE CONTRACT MAY BE RENEWED FOR TWO (2)
ONE (1) YEAR OPTIONS BY THE AGENCY AND DGS.

NOTICE TO THE STATE OF MARYLAND OF THE CONTRACTOR'S INTENT NOT TO

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B9400235

PRINT DATE: 10/26/18

PAGE: 02

TERMS (cont'd):

RENEW SHALL BE GIVEN, IN WRITING, TO THE PROCUREMENT OFFICER AT LEAST ONE-HUNDRED TWENTY (120) DAYS BEFORE THE EXPIRATION DATE.

ON SITE VISITS

THE VENDOR IS REQUIRED TO PROVIDE FOR UP TO THREE (3) ON-SITE VISITS TO THEIR PRODUCTION FACILITIES WHERE THE FORMS WILL BE PRINTED AND PROCESSED FOR MAILING. THIS WILL ENCOMPASS THE FOLLOWING STEPS:

1.

AN ON-SITE SECURITY INSPECTION AND AN ON-SITE PROJECT DEVELOPMENT MEETING IS REQUIRED TO DISCUSS THE NOTICE/PRINT DEVELOPMENT; SYSTEM HARDWARE AND SOFTWARE, INCLUDING OPERATING SYSTEM SOFTWARE, PROGRAMMING SPECIFICATIONS; AND DISASTER RECOVERY/BACKUP PLAN IN THE EVENT OF TRANSMISSION OR HARDWARE FAILURE.

2.

ON-SITE INSPECTIONS SHALL BE REQUIRED AT THE BEGINNING OF PRODUCTION AND AT THE END OF PRODUCTION FOR QUALITY CONTROL PURPOSES.

3.

OTHER VISITS AS DEEMED NECESSARY WITH THE MUTUAL AGREEMENT OF SDAT AND THE VENDOR.

4.

IF THE PRODUCTION PLANT IS LOCATED OUTSIDE OF MARYLAND, THE VENDOR MUST PROVIDE FOR ALL ACCOMMODATIONS-FOR UP TO THREE SDAT PERSONNEL TO VISIT THE VENDOR'S FACILITIES WITH REGARD TO ITEM "A" ABOVE, AND UP TO TWO SDAT PERSONNEL FOR THE TWO VISITS DETAILED IN ITEM "B" ABOVE. THIS WILL INCLUDE ALL COSTS FOR TRANSPORTATION AND LODGING. SAME DAY VISITS WILL NOT BE ALLOWED UNLESS THE VENDOR'S PLANT FACILITIES ARE LOCATED WITHIN THE BALTIMORE METRO AREA OR WITHIN A FIFTY (50) MILE RADIUS OF THE BALTIMORE METRO AREA. FOR VISITS OUTSIDE THE BALTIMORE METRO AREA, THE VENDOR MUST ALLOW FOR AT LEAST TWO (2) DAYS FOR TRAVEL AND COMPLETION OF ASSIGNMENT. THERE WILL BE A MINIMUM OF UP TO 3 SEPARATE VISITS BY SDAT PERSONNEL.

PROOFING / TESTING REQUIREMENTS

PROOFS MUST BE SUBMITTED AT VARIOUS PRODUCTION STAGES BY SEPTEMBER ONE (1) OF EACH YEAR. THE VENDOR MUST PROVIDE A SET OF CONVENTIONAL PROOFS TO THE DESIGNATED SDAT CONTRACT MANAGER. SDAT WILL REVIEW THE PROOFS AND SUBMIT ANY NECESSARY CHANGES/REVISIONS TO THE VENDOR WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT OF THE ORIGINAL PROOFS BY SEPTEMBER 15 OF EACH YEAR. THE VENDOR MUST SUBMIT FINAL PROOFS TO THE SDAT CONTRACT MANAGER WITHIN ONE WEEK AFTER THE FINAL PROOFS ARE APPROVED. SDAT WILL PROVIDE A DATA TEST FILE TO THE VENDOR WITHIN 48 HOURS OF RECEIPT OF THIS FILE. THE VENDOR MUST PROVIDE UP TO 250 LIVE PRODUCTION SAMPLES PRODUCED FROM THIS FILE.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B9400235

PRINT DATE: 10/26/18

PAGE: 03

TERMS (cont'd):

FILE TRANSFER PROTOCOL

THE VENDOR IS REQUIRED TO HAVE IN PLACE THE HARDWARE AND SOFTWARE NECESSARY TO RECEIVE DATA FROM SDAT VIA STANDARD FILE TRANSFER PROTOCOL (FTP) SERVICES.

THE VENDOR'S SYSTEM MUST BE ABLE TO RECEIVE DATA FROM THE SDAT FTP SERVER IN A SECURE FILE TRANSFER PROCESS BASED UPON BEST INDUSTRY SECURITY STANDARDS AND PRACTICES. THE VENDOR MUST PROVIDE A DESCRIPTION /SYSTEMATIC OF HOW THEY MEET THIS REQUIREMENT.

THE VENDOR IS REQUIRED TO TEST THIS FTP PROCESS WITHIN 30 DAYS OF THE AWARD OF THE CONTRACT BY RECEIVING A SAMPLE DATA TEST FILE. THE VENDOR IS REQUIRED TO VERIFY TO SDAT THE NUMBER OF RECORDS AND BYTES RECEIVED.

THE VENDOR SHALL PROVIDE SDAT AN IP ADDRESS, LOGIN, PASSWORD, AND OTHER SPECIFIC DIRECTORY INFORMATION AS NECESSARY IN ORDER TO PROVIDE THIS FTP CAPABILITY. THE SPECIFIC VENDOR INFORMATION SHALL BE KEPT CONFIDENTIAL BY SDAT.

PRODUCTION PROCESSING SCHEDULE

STARTING MID-NOVEMBER OF EACH YEAR AND ENDING THE LAST WEEK OF NOVEMBER, SDAT WILL BEGIN FILE TRANSFER OF TWENTY-FOUR SEPARATE DATA FILES TO VENDOR'S FTP SITE. UPON RECEIPT OF EACH DATA FILE, THE VENDOR SHALL PROVIDE THE FOLLOWING:

VERIFICATION OF THE NUMBER OF RECORDS AND THE NUMBER OF BYTES TRANSFERRED FOR EACH FILE RECEIVED (SEE ATTACHMENT "A" FOR DETAIL);

GENERATE A CONTROL TOTALS REPORTS FOR EACH COUNTY DATA FILE RECEIVED ACCORDING TO THE SPECIFICATIONS AND FIELDS SHOWN IN ATTACHMENT "B". THIS CONTROL REPORT SHALL BE EMAILED TO THE DESIGNATED SDAT OIT PERSONNEL AS AN ATTACHMENT WITHIN TWENTY-FOUR (24) HOURS OF RECEIVING THE FILE.

AFTER ALL 24 DATA FILES HAVE BEEN RECEIVED, THE VENDOR MUST PROVIDE A FINAL CONTROL REPORT SUMMARIZING ALL FILES.

MAILING INSTRUCTIONS/POSTAL REQUIREMENTS

VENDOR IS REQUIRED TO PROVIDE THE SDAT CONTRACT MANAGER WITH THE USPS POSTAGE DUE BY DECEMBER 3RD OF EACH YEAR. ALL NOTICES (INCLUDING FOREIGN ADDRESSES) MUST BE DELIVERED TO THE USPS AND MAILED 100% ON A DATE AT THE END OF DECEMBER. THE EXACT DATE IS DETERMINED EACH YEAR BY THE SDAT CONTRACT MANAGER AND NOTICE IS GIVEN TO THE VENDOR APPROXIMATELY 45 DAYS PRIOR TO THE ACTUAL MAIL DATE.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B9400235

PRINT DATE: 10/26/18

PAGE: 04

TERMS (cont'd):

NOTICES SHALL BE DESIGNED AND PROCESSED TO COMPLY WITH ALL US POSTAL SERVICE REGULATIONS AND REQUIREMENTS FOR PRESORTED, FIRST CLASS AUTOMATION.

ADDITIONAL VENDOR PROCESSING REQUIREMENTS

VENDOR MUST BE ABLE TO LOCATE, PULL AND RE-DO ALL INCORRECT OF DAMAGED NOTICE FORMS, ONCE THE IMAGING/PRINTING/FOLDING PRODUCTION IS IN PROGRESS.

DOCUMENTATION SHALL BE PROVIDED TO SDAT THAT VERIFIES THAT THE TOTAL NUMBER OF NOTICES BOTH IMAGED AND MAILED MATCHES THE TOTAL NUMBER OF RECORDS CONTAINED ON THE TWENTY-FOUR (24) DATA FILES.

SCOPE OF CONTRACT:

THIS IS A REQUIREMENTS CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH REAL PROPERTY GENERAL ASSESSMENT NOTICES FOR THE STATE DEPARTMENT OF ASSESSMENT & TAXATION - REAL PROPERTY DIVISION DURING THE CONTRACT PERIOD.

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS REQUIRED" BASIS.

QUANTITIES STATED ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES.

THIS CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE BUREAU. THE BUREAU MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

PRICE ESCALATION:

THE PRICE ADJUSTMENTS FOR THE RENEWALS SHALL BE NEGOTIATED AND MUTUALLY AGREED UPON BY DGS AND THE CONTRACTOR. DGS RESERVES THE RIGHT TO RENEW ANY AND/OR ALL CONTRACTOR'S CONTRACTS. ANY CONTRACTS WHICH ARE NOT RENEWED WILL BE COMPETITIVELY RE-BID. ESTIMATED QUANTITIES WILL BE PROVIDED FOR ANY OR ALL RENEWAL OPTIONS. UPON RENEWAL, THE EXISTING CONTRACT TERMS AND CONDITIONS WILL APPLY.

NO PRICE INCREASES WILL BE AUTHORIZED FOR THE THREE (3) YEAR BASE TERM OF THE CONTRACT. PRICE ESCALATIONS MAY BE PERMITTED ONLY AT THE END OF THIS PERIOD AND UPON EACH CONTRACT RENEWAL THEREAFTER AND ONLY WHERE VERIFIED TO THE SATISFACTION OF THE DGS PROCUREMENT OFFICER. HOWEVER, "ACROSS THE BOARD" PRICE DECREASES ARE SUBJECT TO IMPLEMENTATION AT ANY TIME AND SHALL BE IMMEDIATELY CONVEYED TO

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B9400235

PRINT DATE: 10/26/18

PAGE: 05

TERMS (cont'd):

THE STATE OF MARYLAND.

PRICE ADJUSTMENTS MAY BE PERMITTED FOR CHANGES IN THE CONTRACTOR'S COST OF MATERIALS ONLY, NOT TO EXCEED 5% OF THE PREVAILING PRICE AT THE TIME OF THE REQUEST AND SHALL BE BASED ON THE PERCENTAGE CHANGE IN THE U. S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS (BLS) PRODUCER PRICE INDEX (PPI) FOR FINANCIAL AND LEGAL PRINTING, NUMBER WPU 093704, NOT SEASONALLY ADJUSTED, FOUND AT WWW.BLS.GOV/PPI/. SHOULD THE SPECIFIED PPI BE ELIMINATED OR UNAVAILABLE BY BUREAU OF LABOR STATISTICS, DGS WILL SELECT A COMPARABLE SERIES IDENTIFICATION NUMBER OR INDEX TO SUBSTITUTE.

AT THE TIME OF EACH RENEWAL, THE CONTRACTOR MAY REQUEST AN INCREASE OF THE PRICES THEN PREVAILING. THE REQUEST FOR A PRICE INCREASE MUST BE SUBMITTED WITHIN TWO (2) WEEKS OF THE NOTICE FROM THE DGS PROCUREMENT OFFICER OF THE STATE'S INTENT TO EXERCISE THE RENEWAL OPTION. ANY APPROVED PRICE CHANGES WILL BE EFFECTIVE ONLY AT THE BEGINNING OF THE CONTRACT RENEWAL START DATE.

THE CONTRACTOR SHALL DOCUMENT THE AMOUNT AND PROPOSED EFFECTIVE DATE OF ANY GENERAL CHANGE IN THE PRICE OF MATERIALS. DOCUMENTATION SHALL BE SUPPLIED WITH THE CONTRACTOR'S REQUEST FOR INCREASE WHICH WILL: (1) VERIFY THAT THE REQUESTED PRICE INCREASE IS GENERAL IN SCOPE AND NOT APPLICABLE JUST TO THE STATE OF MARYLAND; AND (2) VERIFY THE AMOUNT OR PERCENTAGE OF INCREASE WHICH IS BEING PASSED ON TO THE CONTRACTOR BY THE CONTRACTOR'S SUPPLIERS.

THE DGS PROCUREMENT OFFICER WILL NOTIFY THE USING AGENCIES AND CONTRACTOR IN WRITING OF THE EFFECTIVE DATE OF ANY INCREASE WHICH IT APPROVES. HOWEVER, THE CONTRACTOR SHALL FILL ALL PURCHASE ORDERS RECEIVED PRIOR TO THE EFFECTIVE DATE OF THE PRICE ADJUSTMENT AT THE OLD CONTRACT PRICES. THE CONTRACTOR IS FURTHER ADVISED THAT DECREASES WHICH AFFECT THE COST OF MATERIALS ARE REQUIRED TO BE COMMUNICATED IMMEDIATELY TO THE PROCUREMENT OFFICER.

USAGE REPORT:

A USAGE REPORT SHALL BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE FORMAT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AT 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 REPORTING PERIOD.

ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B9400235

PRINT DATE: 10/26/18

PAGE: 06

TERMS (cont'd):

CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

INVOICES

THE CONTRACTOR SHALL SUBMIT A DETAILED MONTHLY INVOICE ON THE CONTRACTOR'S LETTERHEAD AS SERVICES ARE RENDERED. EACH INVOICE SHALL DETAIL THE NUMBER OF DOCUMENTS PRODUCED. THE AGENCY AGREES TO PAY THE CONTRACTOR WITHIN THIRTY (30) DAY AFTER THE RECEIPT OF A PROPER INVOICE. THE INVOICE SHALL HAVE THE AGENCY'S PURCHASE ORDER NUMBER AND THE CONTRACTOR'S FEDERAL TAX ID NUMBER CLEARLY MARKED ON THE INVOICE. THE INVOICES SHALL BE EMAILED TO:

REAL PROPERTY - HQ
PURCHASING & ADMINISTRATION
DEPARTMENT OF ASSESSMENT & TAXATION
301 W.PRESTON ST - ROOM 808
BALTIMORE, MD 21201

CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, AS FROM TIME TO TIME AMENDED, ARE PROHIBITED. THE FINAL PAYMENT UNDER THIS CONTRACT WILL NOT BE MADE UNTIL AFTER CERTIFICATION IS RECEIVED FROM THE COMPTROLLER OF THE STATE THAT ALL TAXES HAVE BEEN PAID.

QUOTED PRICES TO BE F.O.B. DESTINATION TO ANY POINT WITHIN THE STATE OF MARYLAND AND SHALL INCLUDE ALL SHIPPING, HANDLING AND ADMINISTRATIVE CHARGES.

PAYMENT TERMS TO BE NET, 30 DAYS.

ANY PRODUCTS DELIVERED UNDER THIS CONTRACT, WHICH DO NOT MEET SPECIFICATIONS OR ARE OTHERWISE FOUND TO BE DAMAGED OR DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE CONTRACTORS EXPENSE FOR REPLACEMENT OR CREDIT.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN A DELAY OF PAYMENT.

CONTRACT DELIVERABLES:

THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR COMPLIANCE BY HIS/HER EMPLOYEES FOR THE CONFIDENTIALITY OF ALL INFORMATION IN

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B9400235

PRINT DATE: 10/26/18

PAGE: 07

TERMS (cont'd):

ANY AND ALL FILES RECEIVED FROM THE STATE PERTAINING TO THIS CONTRACT.

CONFIDENTIALITY OF INFORMATION:

ALL DATA PROVIDED BY THE SDAT - REAL PROPERTY DIVISION IS CONFIDENTIAL, REMAINS THE PROPERTY OF THE SDAT AND CAN BE USED ONLY FOR THE PURPOSES OUTLINED. SUCH INFORMATION SHALL NOT BE PUBLISHED, CIRCULATED OR USED BY THE VENDOR IN A MANNER OTHER THAN THAT IS SPECIFIED HEREIN. THE VENDOR IS SUBJECT TO CRIMINAL PENALTIES FOR DISCLOSURE OF SUCH INFORMATION.

SUBJECT TO THE MARYLAND PUBLIC INFORMATION ACT AND ANY OTHER APPLICABLE LAWS, ALL CONFIDENTIAL OR PROPRIETARY INFORMATION AND DOCUMENTATION RELATING TO EITHER PARTY (INCLUDING WITHOUT LIMITATION, ALL SOCIAL SECURITY NUMBERS, TAX INFORMATION, CONFIDENTIAL FINANCIAL INFORMATION, AND ANY OTHER CONFIDENTIAL INFORMATION OR DATA) SHALL BE HELD IN ABSOLUTE CONFIDENCE BY THE OTHER PARTY.

EACH PARTY SHALL, HOWEVER, BE PERMITTED TO DISCLOSE RELEVANT CONFIDENTIAL INFORMATION TO ITS OFFICERS, AGENTS AND EMPLOYEES TO THE EXTENT THAT SUCH DISCLOSURE IS NECESSARY FOR THE PERFORMANCE OF THEIR DUTIES UNDER THIS CONTRACT, PROVIDED THE DATA MAY BE COLLECTED, USED, DISCLOSED, STORED AND DISSEMINATED ONLY AS PROVIDED BY AND CONSISTENT WITH THE LAW AND THE CONFIDENTIALITY PROVISIONS OF THE IFB

THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO INFORMATION THAT (A) IS LAWFULLY IN THE PUBLIC DOMAIN; (B) HAS BEEN INDEPENDENTLY DEVELOPED BY THE OTHER PARTY WITHOUT VIOLATION OF THIS CONTRACT; (C) WAS ALREADY IN THE POSSESSION OF SUCH PARTY; (D) WAS SUPPLIED TO SUCH PARTY BY A THIRD PARTY LAWFULLY IN POSSESSION THEREOF AND LEGALLY PERMITTED TO FURTHER DISCLOSE THE INFORMATION ; OR (E) WHICH SUCH PARTY IS REQUIRED TO DISCLOSE BY LAW.

THIS BLANKET PURCHASE ORDER IS FOR NEW PRODUCTS/EQUIPMENT WHICH MUST BE FREE FROM DEFECTS. USED, REFURBISHED OR REMANUFACTURED PRODUCTS/EQUIPMENT WILL NOT BE ACCEPTED OR CONSIDERED UNLESS OTHERWISE INDICATED HEREIN.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000 AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # E50R9400003/ 001B9400235 INCORPORATED ARE HEREIN BY REFERENCE.

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B9400235

PRINT DATE: 10/26/18

PAGE: 08

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0001	39530-020000	LT	443,775.6000	
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FORMS, CONTINUOUS DATAMAILER

FORM: "GENERAL ASSESSMENT NOTICE" MAILINGS

QUANTITY - 775,000 NOTICES

SPECIFICATIONS WILL BE E-MAILED

NOTE: 3 YEAR BASE WITH 2 (1 YEAR) RENEWAL OPTIONS - TOTAL \$756,186.30

YEAR 1 - NOVEMBER 1, 2018 - OCTOBER 31, 2019 - \$144,717.40

YEAR 2 - NOVEMBER 1, 2019 - OCTOBER 31, 2020 - \$147,859.40

YEAR 3 - NOVEMBER 1, 2020 - OCTOBER 31, 2021 - \$151,158.80

RENEWAL YEAR 1 - NOVEMBER 1, 2021 - OCTOBER 31, 2022 - \$154,535.70

RENEWAL YEAR 2 - NOVEMBER 1, 2022 - OCTOBER 31, 2023 - \$157,915.00

CONTRACT MANAGER: THOR GIBBONS 410-767-1134 THOR.GIBBONS@MARYLAND.GOV

END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE