

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B6400019

**PRINT DATE:** 08/23/16

**PAGE:** 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

### VENDOR ID:

RR DONNELLEY  
849 INTERNATIONAL DR STE 100

LINTHICUM, MD 21090  
(410 )859-2841

### REFER QUESTIONS TO:

LISA FORTUNE MCDONALD  
(410 )767-4084  
LISA.MCDONALD@MARYLAND.GOV

### ITB:

**EXPR DATE:** 04/30/17  
**POST DATE:** 09/29/15

**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.

\*\*\*\*\*  
\*  
\* PRINTING AND DISTRIBUTION OF OPEN ENROLLMENT MATERIAL \*  
\* FOR THE \*  
\* DEPARTMENT OF BUDGET AND MANAGEMENT \*  
\*  
\*\*\*\*\*

THIS IS THE FINAL RENEWAL OPTION

MODIFICATION #1: CONTRACT EXTENDED UNTIL 04/30/17

CONTRACT TERM: NOVEMBER 01, 2015 THRU OCTOBER 31, 2016

ORIGINAL CONTRACT: 001B2400267

FIRST RENEWAL: 001B3400165

SECOND RENEWAL: 001B4400115

THIRD RENEWAL: 001B5400177

FINAL RENEWAL: 001B6400019

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

BPO NO: 001B6400019

PRINT DATE: 08/23/16

PAGE: 02

### TERMS (cont'd):

AGENCY CONTACT: SHERREON WASHINGTON  
PHONE #: 410-767-8661

VENDOR CONTACT: BILL BROWN  
PHONE #: 410-859-2841  
FAX #: 410-993-1528

\*\*\*\*\*  
MODIFICATION NO. ONE TO ADD LINES SIXTEEN (16) THROUGH TWENTY (20).  
\*\*\*\*\*

RENEWAL OPTIONS ARE AT THE DISCRETION OF THE DEPARTMENT OF GENERAL SERVICES IN CONJUNCTION WITH THE DEPARTMENT OF BUDGET AND MANAGEMENT; THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT.

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.

THE INCREASE IS NOT TO EXCEED THE CURRENT RATE OF INFLATION, AS DETERMINED BY THE PRODUCER PRICE INDEX (PPI) COMMODITY CODE, NUMBER WPU0947 NOT SEASONALLY ADJUSTED, PREVAILING INFLATION AT THE TIME OF RENEWAL. NO OTHER PRICE INCREASES SHALL BE PERMITTED. ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS WILL REMAIN THE SAME.

QUOTED PRICES ARE TO BE NET 30 DAYS F.O.B. STATE USING AUTHORITIES AND INCLUDE FREIGHT/SHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

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 THIRTY (30) DAYS AFTER THE END OF EACH REPORTING 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.

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

BPO NO: 001B6400019

PRINT DATE: 08/23/16

PAGE: 03

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0001	96663	M	456.8600	
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PRINTING OF LEDGER SHEETS, MACHINE RULES  
PRINTING OF HEALTH BENEFITS GUIDE - 84 PAGES + 4 PAGES COVER, COVER  
PRINTED 6 COLOR ON 100# FINCH RECYCLED TEXT, TEXT 4 COLOR 2 COLORS  
ON 50 # UNCOATED TEXTL; SADDLE STITCH, TRIM TO FINAL SIZE AND SADDLE  
STITCH  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0002	96663	M	90.1500	
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PRINTING OF LEDGER SHEETS, MACHINE RULES  
PRINTING OF ACTIVE/SATELLITE ENROLLMENT FORM - 4 PAGES PRINTED 2 COLOR  
ON 50# TEXT, FOLDED AND TRIMMED TO FINAL SIZE OF 8 1/2" X 11"  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0003	96663	M	90.1500	
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PRINTING OF LEDGER SHEETS, MACHINE RULES  
PRINTING OF RETIREE ENROLLMENT FORM - 4 PAGES PRINTED 2 COLOR ON 50#  
TEXT, FOLDED AND TRIMMED TO FINAL SIZE OF 8 1/2" X 11"  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0004	96663	M	186.2200	
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PRINTING OF LEDGER SHEETS, MACHINE RULES  
PRINTING OF DIRECT PAY ENROLLMENT FORM - 4 PAGES PRINTED 2 COLORFOLD  
ON 50# UNCOATED AND TRIM TO 8 1/2" X 11"  
QTY: 10,000  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0005	96663	M	90.1500	
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PRINTING OF LEDGER SHEETS, MACHINE RULES  
ACTIVE/SATELLITE EMPLOYEE OPEN ENROLLMENT BENEFITS  
STATEMENTS - 8 1/2 X 11, 50# RECYCLED OPAQUE WHITE, VARIABLE

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# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

BPO NO: 001B6400019

PRINT DATE: 08/23/16

PAGE: 04

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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PRINTING  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS  
79,000 M

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0006	96663	M	90.1500	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

RETIREE OPEN ENROLLMENT BENEFITS STATEMENTS - 8 1/2 X 11, 50# RECYCLED  
OPAQUE WHITE, VARIABLE PRINTING  
COMPOSITION= 8 1/2 X 11" ON 50# RECYCLED OPAQUE, BLUE  
46,500 M  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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0007	96663	M	90.1500	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

DIRECT PAY OPEN ENROLLMENT BENEFITS STATEMENTS - 8 1/2 X 11,  
50# RECYCLED OPAQUE WHITE, VARIABLE PRINTING.  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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0008	96663	M	132.3000	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

MAILING ENVELOPES (51,000 WITH INDICIA, 79,000 WITHOUT)  
130,000. M  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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0009	96663	M	96.1500	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

DIRECT PAY RATE SHEETS, 2 PAGE 8 1/2 X 11, 50# RECYCLED OPAQUE WHITE,  
1/1 BLACK  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS  
QTY: 10,000

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B6400019

**PRINT DATE:** 08/23/16

**PAGE:** 05

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0010	96663	M	100.0000	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

SATELLITE RETIREE OPEN ENROLLMENT BENEFITS STATEMENTS  
- 8 1/2 X 11, 50 # RECYCLED OPAQUE WHITE, VARIABLE PRINTING  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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0011	96663	M	260.0000	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

ORP RATE SHEETS  
PRINTING OF ORP RATE SHEET - 6 PAGES PRINTED BLACK INK ON 50# TEXT,  
CORNER STITCH, 8 1/2 X 11  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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0012	96663	M	46.9100	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

OPEN ENROLLMENT POSTCARD  
PRINTING OF OPEN ENROLLMENT POST CARD- 2 PAGES PRINTED  
2 COLOR ON 80# UNCOATED COVER TRIMMED TO FINAL SIZE OF 6" X 4 1/4"  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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0013	96663	M	28,810.0000	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

MAIL HOUSE/ FULFILLMENT SERVICES: DELIVERY TO 340 STATE AGENCY AND  
SATELLITE ACCOUNT LOCATIONS  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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0014	96663	M	48.0000	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

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# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

BPO NO: 001B6400019

PRINT DATE: 08/23/16

PAGE: 06

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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MAIL HOUSE/ FULFILLMENT SERVICES: RETIREE MAILINGS  
PACKAGING AND MAILING OF APPROXIMATELY 47,000 RETIREE PACKETS. THE  
RETIREE PACKET MUST BE IN MAIL IN ZIP CODE ORDER. EACH RETIREE  
PACKET CONSISTS OF:  
ONE SPECIAL MAILING ENVELOPE, ONE LASER IMAGED BLUE STATEMENT AND ONE  
HEALTH BENEFITS BOOKLET  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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0015	96663	M	48.0000
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PRINTING OF LEDGER SHEETS, MACHINE RULES

MAIL HOUSE/ FULFILLMENT SERVICES: DIRECT PAY MAILING  
PACKAGING AND MAILING OF APPROX 4,700 DIRECT PAY PACKETS. THE DIRECT  
PAY PACKET MUST MAIL IN ZIP CODE ORDER. EACH DIRECT PAY PACKET  
CONSISTS OF: ONE SPECIAL MAILING ENVELOPE, ONE LASER IMAGED GREEN  
STATEMENT, ONE HEALTH BENEFITS BOOKLET AND ONE DIRECT PAY TRI-FOLD  
ENROLLMENT FORM  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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0016	96663	M	106.0500
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PRINTING OF LEDGER SHEETS, MACHINE RULES

PRINTING OF ENROLLMENT SEASON SPECIFIC DOCUMENTS - 2 PAGES PRINTS  
BLACK INK ON 50# TEXT TRIM TO 8 1/4" X 10 3/4"  
8.5 X 11.  
THIS PRICE IS PER THOUSAND  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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0017	96663	M	58.6100
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PRINTING OF LEDGER SHEETS, MACHINE RULES

WELLNESS NOTICE, MULTI PAGE 4 COLOR, PRINTED ON 70# STOCK,  
8 1/2 X 5 1/2  
THIS PRICE IS PER THOUSAND  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B6400019

**PRINT DATE:** 08/23/16

**PAGE:** 07

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0018	96663	M	.0100	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

ADDITIONAL BENEFIT GUIDE PAGES IF NEEDED  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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0019	96663	M	.5600	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

MANUAL DECOLLATION OF COMPLETED KITS.  
IN THE EVENT OF AN ERROR ON THE PART OF THE DEPARTMENT OF BUDGET AND  
MANAGEMENT THAT REQUIRIES MANUAL DECOLLATION OF THE KITS.  
THIS PRICE IS A PER KIT PRICE.  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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0020	96663	M	47.0200	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

PRINTING OF ACTIVE RETIREE RATE SHEET - 2 PAGES PRINTS BLACK  
INK ON 50 # TEXT TRIM TO 8 1/2" X 11"  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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0021	96663	M	106.0500	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

PRINTING OF ORP WEB SITE ENROLLMENT INSTRUCTIONS - 2 PAGES PRINTS  
BLACK INK ON 50# TEXT TRIM TO 8 1/2" X 11"  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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0022	96663	M	106.0500	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

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# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B6400019

**PRINT DATE:** 08/23/16

**PAGE:** 08

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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PRINTING OF DIRECT PAY WEB SITE ENROLLMENT INSTRUCTIONS.  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0023	96663	M	371.6900	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

PRINTING OF SATELLITE RETIREE ENROLLMENT INSTRUCTION -  
2-PAGES PRINTS BLACK INK ON 50# TEXT TRIM TO 8 1/2" X 11"  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0024	96663	M	95.0000	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

PRINTING OF ACTIVE EMPLOYEE ENROLLMENT INSTRUCTION - 4 PAGES PRINTED  
BLACK ON 50# TEXT, FOLDED AND TRIMMED TO FINAL SIZE OF 8 1/4" X  
10 3/4  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0025	96663	M	95.0000	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

PRINTING OF SATELLITE ENROLLMENT INSTRUCTION - 4 PAGES PRINTED  
BLACK ON 50# TEXT, FOLDED AND TRIMMED TO FINAL SIZE OF 8 1/4" X  
10 3/4"  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0026	96663	M	95.0000	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

PRINTING OF RETIREE ENROLLMENT INSTRUCTION - 4 PAGES PRINTED  
BLACK ON 50# TEXT, FOLDED AND TRIMMED TO FINAL SIZE OF 8 1/4" X 10  
3/4"  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS



# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B6400019

**PRINT DATE:** 08/23/16

**PAGE:** 09

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0027	96663	M	232.3300	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

PRINTING OF ENROLLMENT FLYER - 2 PAGES PRINTED 2 COLOR ON 50# TEXT  
TRIMMED TO FINAL SIZE OF 6" X 4 1/4"  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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0028	96663	M	178.3000	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

PRINTING OF CONTRACTUAL ENROLLMENT FORM - 4 PAGES PRINTED  
2 COLOR ON 50# TEXT, FOLDED AND TRIMMED TO FINAL SIZE OF  
8 1/2" X 11"  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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0029	96663	M	178.3000	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

CONTRACTUAL RATE SHEET - 8 1/2 X 11, 1/1 BLACK, 50# OPAQUE  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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0030	96663	M	178.3000	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

CONTRACTUAL SUBSIDY INFO SHEET - 8 1/2 X 11, 1/1 BLACK,  
50# OPAQUE  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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0031	96663	M	49.9100	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

PRINTING OF WEB ENROLLMENT SYSTEM REMINDER POST CARD-

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B6400019

**PRINT DATE:** 08/23/16

**PAGE:** 10

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
---------------	----------------------	------------	------------------	--

2 PAGES PRINTED 2 COLOR ON 80# UNCOATED COVER TRIMMED  
TO FINAL SIZE OF 6" X 4 1/4"  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0032	96663	M	830.8000	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

SLEOLA ADDENDUM - 24 1/2 X 11, 6 PAGE FOLDED TO 8 1/2 X 11, 4/4,  
100# TEXT  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0033	96663	M	90.1500	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

PRINTING OF PLAN CHANGE/WEALTH NOTICE - 2 PAGE PRINTED  
BLACK ON 50# FLOURESCENT GREEN TEXT, FOLDED AND TRIMMED  
TO FINAL SIZE OF 8 1/4" X 10 3/4"  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0034	96663	M	.9370	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

COBRA NOTICE, INITIAL MAILING, 7 PAGES MAILED MONTHLY  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

0035	96663	M	2.0700	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

COBRA 18 MONTH NOTICE, 5 PAGES MAILED WEEKLY  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B6400019

**PRINT DATE:** 08/23/16

**PAGE:** 11

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0036	96663	M	2.0700	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

COBRA 36 MONTH NOTICE, 5 PAGES MAILED WEEKLY  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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0037	96663	M	40.1500	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

COBRA NOTICE ENVELOPES, #10 WINDOW WITH BLACK INK  
PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS

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0038	96663	M	.2080	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

ACA FORM 1094C & ACA FORM 1095C  
QTY: 170,000

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0039	96663	M	90.1500	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

SATELLITE OE BENEFITS STATEMENT

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0040	96663	M	106.0500	
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PRINTING OF LEDGER SHEETS, MACHINE RULES  
SATELLITE INSTRUCTION SHEET

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0041	96663	M	112.6300	
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PRINTING OF LEDGER SHEETS, MACHINE RULES

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B6400019

**PRINT DATE:** 08/23/16

**PAGE:** 12

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
---------------	----------------------	------------	------------------	--

SPECIAL LIMITED OE COVER/ADDRESS SHEET

0042	96663	M	161.5900	
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PRINTING OF LEDGER SHEETS, MACHINE RULES  
BENEFIT FAIR HANDOUTS

0043	96663	M	85.5900	
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PRINTING OF LEDGER SHEETS, MACHINE RULES  
RAFFLE (SCAVENGER HUNT) CARD FOR FAIRS

0044	96663	M	374.2500	
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PRINTING OF LEDGER SHEETS, MACHINE RULES  
PRUDENTIAL LETTER MAILING

0045	96663	M	205.1400	
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PRINTING OF LEDGER SHEETS, MACHINE RULES  
SMALL ENVELOPE - WITH INDICIA (PRUDENTIAL MAILING)

0046	96663	M	443.1700	
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PRINTING OF LEDGER SHEETS, MACHINE RULES  
PRUDENTIAL POSTCARD

0047	96663	M	.0500	
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PRINTING OF LEDGER SHEETS, MACHINE RULES  
ENVELOPE FOR ACA MAILING

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

BPO NO: 001B6400019

PRINT DATE: 08/23/16

PAGE: 13

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0048	96663	M	.0100	
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PRINTING OF LEDGER SHEETS, MACHINE RULES  
ACA CD

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0049	96663	M	75.0000	
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PRINTING OF LEDGER SHEETS, MACHINE RULES  
DESIGN AND TYPESETTING SERVICES

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0050	96663	M		
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PRINTING OF LEDGER SHEETS, MACHINE RULES  
DECLINATION FORM

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END OF ITEM LIST

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### ADDITIONAL TERMS & CONDITIONS:

QUANTITIES REPRESENTED ARE ESTIMATED TWELVE (12) MONTH USAGE AND ARE NOT WARRANTED OR GUARANTEED BY THE STATE OF MARYLAND. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE(S). THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION.

CONTRACTOR WILL BE REQUIRED TO ASSIGN ONE (1) CUSTOMER SERVICE REPRESENTATIVE OR PROJECT MANAGER AS THE MAIN CONTACT PERSON FOR THE PURPOSES OF COORDINATING ALL ACTIVITY ASSOCIATED WITH THE PRODUCTION OF THIS PROJECT.

POSTAGE COSTS WILL BE BILLED SEPARATELY TO THE FISCAL DIRECTOR, OF THE EBD. ESTIMATED POSTAGE COSTS MAY BE BILLED IN ADVANCE AND RECONCILED TO ACTUAL ON FINAL BILLING.

SCHEDULE DELAYS. THE OPEN ENROLLMENT PRINTING AND SUBSEQUENT MAILINGS/DISTRIBUTIONS MAY BE DELAYED DUE TO UNFORESEEN AND /OR UNCONTROLLABLE CIRCUMSTANCES, SUCH AS LEGISLATION OR BUDGET RESTRICTIONS ENACTED BY THE MARYLAND GENERAL ASSEMBLY DURING THEIR JANUARY-APRIL LEGISLATIVE SESSION. THE CONTRACTOR SHALL ACCOMMODATE

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B6400019

**PRINT DATE:** 08/23/16

**PAGE:** 14

### **TERMS (cont'd):**

SUCH DELAYS AND WORK OVERTIME AND/OR WITHIN A COMPRESSED TIME FRAME IN THE EVENT OF UNFORESEEN/ UNCONTROLLABLE CIRCUMSTANCES IN ORDER TO MEET PRINTING AND MAILING/DISTRIBUTION DEADLINES.

THE DEPARTMENT OF BUDGET & MANAGEMENT ("DEPARTMENT") AGREES TO WORK WITH THE CONTRACTOR AS CLOSELY AND COOPERATIVELY AS POSSIBLE, AND TO KEEP THE CONTRACTOR APPRIZED OF SCHEDULING MATTERS AND DELAYS.

MEETINGS. WITHIN THREE WEEKS/15 BUSINESS DAYS OF AWARD, THE CONTRACTOR SHALL ATTEND AN INITIAL MEETING WITH THE EBD STAFF. SUCH MEETING SHALL TAKE PLACE AT 301 W. PRESTON STREET, BALTIMORE, MARYLAND 21201. DURING THE INITIAL MEETING, THE OVERALL JOB SPECIFICATIONS AND SCHEDULE WILL BE REVIEWED. THE CONTRACTOR AND EBD WILL CONDUCT MEETINGS AND/OR CONFERENCE CALLS ON A WEEKLY BASIS, OR MORE FREQUENTLY AS NECESSARY, THROUGHOUT THE ENTIRE JOB THROUGH COMPLETION. THE CONTRACTOR SHALL BE AVAILABLE FOR AND PARTICIPATE IN SUCH MEETINGS AS DIRECTED.

SUBCONTRACTORS: THE CONTRACTOR MAY UTILIZE SUBCONTRACTORS FOR PART OF THE JOB SPECIFICATIONS. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETION OF ANY WORK BY SUBCONTRACTORS, INCLUDING SATISFACTORY AND TIMELY COMPLETION OF ALL WORK.

LIQUIDATED DAMAGES: THE PARTIES AGREE THAT THE CONFIDENTIALITY OF THE DATA PROVIDED TO THE CONTRACTOR IS OF PARAMOUNT IMPORTANCE AND THAT TIMELY, SECURE AND THOROUGH RETURN OF ANY AND ALL DATA AND MEDIA (INCLUDING BY WAY OF ILLUSTRATION AND NOT LIMITATION: NEGATIVES/POSITIVES, ENGRAVINGS, DIES, DISCS, TAPES) SHALL BE AN INTEGRAL PART OF SECURING THE CONFIDENTIALITY OF THE DATA. IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGE SUSTAINED BY THE STATE AS A RESULT OF THE CONTRACTOR'S FAILURE TO PROMPTLY RETURN ALL SUCH DATA AND MEDIA. THE STATE AND THE CONTRACTOR, THEREFORE, PRESUME THAT IN THE EVENT OF SUCH FAILURE TO PROMPTLY RETURN ALL SUCH DATA AND MEDIA, THE AMOUNT OF DAMAGES THAT WILL BE SUSTAINED BY SUCH DELAY IS IN THE AMOUNT OF 5% OF THE TOTAL INVOICE FOR WORK PERFORMED PURSUANT TO THIS CONTRACT.

ELECTRONIC FILES: THE CONTRACTOR MUST BE ABLE TO TRANSFER ELECTRONIC FILES AND DISKS AND TRANSFER CORRECTIONS ELECTRONICALLY FROM THE STATE (DBM) TO THE CONTRACTOR WITH ENCRYPTED DATA USING PGP

CONFIDENTIALITY: THE OPEN ENROLLMENT PROCESS INCLUDES HANDLING OF SECURE DATA (NAMES, ADDRESS, ENROLLMENT INFORMATION, SOCIAL SECURITY NUMBERS) AND SEVERE TIME RESTRAINTS DUE TO "LAST MINUTE" CHANGES. PURSUANT TO FEDERAL LAW, THE CONTRACTOR WILL BE A BUSINESS ASSOCIATE OF A GROUP HEALTH PLAN PERFORMING PLAN OPERATIONS AND MAY BE

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# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B6400019

**PRINT DATE:** 08/23/16

**PAGE:** 15

### TERMS (cont'd):

INDEPENDENTLY RESPONSIBLE FOR ITS PROTECTION OF THE DATA PROVIDED BY THE DEPARTMENT TO THE CONTRACTOR. THE CONTRACTOR SHALL ABIDE BY ALL FEDERAL HIPAA PRIVACY DATA SECURITY, AND ELECTRONIC TRANSMISSION REGULATIONS FOR THE DATA, WHETHER THE DATA IS IN ELECTRONIC OR PAPER FORM.

THE CONTRACTOR SHALL NOT USE OR DISCLOSE ANY DATA SUBMITTED BY THE STATE TO THE CONTRACTOR EXCEPT AS PERMITTED BY THE INVITATION TO BID (ITB) AND THE CONTRACT. THE CONTRACTOR SHALL USE AND DISCLOSE THE MINIMUM AMOUNT OF DATA NECESSARY TO PROVIDE THE SERVICES REQUIRED BY THE ITB AND THE CONTRACT.

IN ADDITION TO THE TERMINATION RIGHTS PROVIDED IN THE CONTRACT, THE DEPARTMENT, AT ITS DISCRETION PURSUANT TO 45 CFR § 164.504(E) (1), MAY TERMINATE PROVISIONS OF THE CONTRACT IN THE EVENT OF A BREACH OF THIS AGREEMENT.

THE DEPARTMENT MUST APPROVE ALL COVERS, FORMS, AND PRINTED TEXT BEFORE PRINTING.

ALL NEGATIVE/POSITIVES, ENGRAVINGS, DIES, TAPES OR DISK OR ELECTRONIC PHOTOMECHANICAL MEDIA INVOLVED WITH THIS CONTRACT SHALL BECOME OR REMAINS THE PROPERTY OF THE STATE OF MARYLAND AND SHALL BE SURRENDERED TO THE USING AGENCY UPON COMPLETION OF AND WITH DELIVERY OF THE JOB. A 5% PENALTY WILL BE DEDUCTED FROM THE INVOICE OF THOSE CONTRACTORS THAT FAIL TO DELIVER THE NEGATIVES AT THE TIME OF SHIPMENT

IN THE EVENT THE SELECTED VENDOR DOES NOT FULLY COMPLY WITH THE BID SPECIFICATION REQUIREMENTS AND PURCHASE ORDER TERMS AND CONDITIONS, SPECIFICALLY, DELIVERY REQUIREMENTS AND PRODUCT SPECIFICATIONS, THE VENDOR WILL BE SUBJECT TO THE FOLLOWING: ADDITIONAL ACQUISITION COST INCURRED BY THE AGENCY WILL BE CHARGED TO THE DEFAULTING VENDOR AND DEDUCTED DIRECTLY FROM ANY OPEN INVOICES WITH THE DEFAULTING VENDOR. INVOICE PROCESSING WILL BE DELAYED PENDING DEVELOPMENT AND ASSESSMENT CHARGES.

AGENCY WILL NOT PAY FOR ANY OVERAGE IN EXCESS OF 2% OF THE QUANTITY ORDERED.

RECYCLED PAPER IS REQUIRED FOR THIS PRINTING CONTRACT; THEREFORE THE LOGO PRINTED ON RECYCLED PAPER MUST APPEAR ON THE FINAL PRINTED PRODUCT.

SOY BASED INKS ARE REQUIRED FOR THIS PRINTING ORDER. TOXIC WASTE REDUCTION IS ENCOURAGED FOR ALL PRINTING PROCESSES.

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# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B6400019

**PRINT DATE:** 08/23/16

**PAGE:** 16

### TERMS (cont'd):

LIMITS ON USING AGENCY AUTHORITY: THE AWARDEE SHALL NOT ACCEPT CHANGES, ADDITIONS, WAIVERS OR SUBSTITUTIONS IN THE PROVISIONS OF THIS ORDER UNLESS FURNISHED IN WRITING AND SIGNED BY THE DEPARTMENT OF GENERAL SERVICES' PROCUREMENT OFFICER. SHOULD ANY CHANGES CAUSE AN INCREASE IN THE VENDOR'S COST OR TIME FOR PERFORMANCE THAT IS NOT REFLECTED IN THE WRITTEN NOTICE, VENDOR SHALL ASSERT ITS CLAIM FOR SAME WITHIN 10 CALENDAR DAYS AFTER DATE OF THE PURCHASE ORDER OR NOTICE.

THE CONTRACTOR SHOULD SUBMIT INVOICE IN TRIPLICATE. PLEASE SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, PACKING LISTS, SHIPPING LABELS AND ALL CORRESPONDENCE.

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.

CORPORATE "P" PURCHASING CARDS MAY BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000 OR LESS.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" INCORPORATED HEREIN BY REFERENCE.

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**AUTHORIZED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE