

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B9400112

PRINT DATE: 09/11/18

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: G20R9400001

EXPR DATE: 08/30/21
POST DATE: 09/04/18

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: 150,107.36

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
PRINTING, SORTING & MAILING OF 1099 R FORMS
FOR THE
MARYLAND STATE RETIREMENT AGENCY (SRA)

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: MARGIE GORDON
AGENCY NUMBER : 410-625-5656
AGENCY EMAIL : MGORDON@SRA.STATE.MD.US

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

CONTRACTOR REQUIREMENTS

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TERMS (cont'd):

THE VENDOR SHALL PROVIDE AN APPOINTING MANAGER AND A DAILY CONTACT. THE ACCOUNT MANAGER SHALL BE RESPONSIBLE FOR OVERSIGHT OF THE PRINTING, SORTING, MAILING OF 1099R FORMS. THE DAILY CONTACT SHALL BE AVAILABLE ON A DAILY BASIS TO ADDRESS DAY-TO-DAY OPERATIONS AND CONCERNS REGARDING THIS AGREEMENT. THE ACCOUNT MANAGER SHALL NOT BE REPLACED OR REMOVED FROM THIS POSITION WITHOUT THE WRITTEN CONSENT OF THE CONTRACT MANAGER. THE ACCOUNT MANAGER MUST HAVE THE AUTHORITY TO RESOLVE ALL PROBLEMS ASSOCIATED WITH THIS AGREEMENT, INCLUDING BILLING MATTERS, PERSONNEL ISSUES, ETC., AS THEY ARISE.

SIGNING A DATA SECURITY AGREEMENT WITH THE AGY AND ENSURING THAT ALL DATA PROVIDED TO THE VENDOR IS SAFEGUARDED AND USED ONLY FOR THE PURPOSES INTENDED, THE CREATION OF IRS 1099-R FORMS.

PROVIDING A SECURE ENVIRONMENT TO SAFEGUARD ALL COMPLETED IRS 1099-R FORMS THROUGH DELIVERY TO THE US POST OFFICE OR AGENCY (NOTE: AGENCY RESERVES THE RIGHT TO INSPECT THE PREMISES OF THE LEAGUE TO EVALUATE THE ACCEPTABILITY OF THE LEAGUE'S SECURE ENVIRONMENT).

PROVIDING A SECURE WEBSITE ENVIRONMENT TO TRANSMIT AND RECEIVE DATA FILES TO AND FROM THE AGENCY.

THE REMAINING MARYLAND STATE RETIREMENT AGENCY "TERMS AND CONDITIONS SRA 18-06 FOR PRINTING, MAILING, SORTING OF 1099-R FORMS IS INCORPORATED HEREIN BY REFERENCE.

SCOPE OF CONTRACT:

THIS IS A REQUIREMENTS CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH THE PRINTING, SORTING AND MAILING OF 1099R TAX FORMS FOR THE MARYLAND STATE RETIREMENT AGENCY 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.

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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 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

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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 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:

LESHIA CORNISH COVINGTON,
DIRECTOR DATA CONTROL
OFFICE: 410.625.5612
EMAIL: LCORNISHCOVINGTON@SRA.STATE.MD.US

AND ALSO TO:

MARGIE GORDON, PROCUREMENT OFFICER
MGORDON@SRA.STATE.MD.US

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 WILL ALL TAXES HAVE BEEN PAID.

QUOTED PRICES TO BE F.O.B. DESTINATION TO ANY POINT WITHIN THE STATE

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

CONFIDENTIALITY OF INFORMATION:

ALL DATA PROVIDED BY THE MARYLAND STATE RETIREMENT AGENCY IS CONFIDENTIAL, REMAINS THE PROPERTY OF THE MSRA 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

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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 \$25,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # G20R9400001 / 001B9400112 INCORPORATED ARE HEREIN BY REFERENCE.

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FORMS, PRINTING

PRINTING, SORTING AND MAILING OF 1099-R FEDERAL TAX FORMS AS PER ATTACHED SCOPE OF WORK AND TIMELINE.
APPROXIMATELY 200,000 1099-R FORMS TO BE PRINTED PER YEAR
CONTRACT TERM: 3 YEARS WITH (2) CONSECUTIVE 1-YEAR RENEWAL OPTIONS AT THE DISCRETION OF THE STATE. (SRA 18-06 CONTRACT AGREEMENT)

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE