

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B5400240

**PRINT DATE:** 10/31/15

**PAGE:** 01

<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> POST-NEWSWEEK MEDIA INC 13501 VIRGINIA MANOR RD  LAUREL, MD 20707 (240 )473-7569	<b>REFER QUESTIONS TO:</b>  VANESSA A WILLIAMS (410 )767-8855 VANESSA.WILLIAMS@MARYLAND.GOV	
<b>ITB:</b> 001IT819645	<b>EXPR DATE:</b> 12/07/18 <b>POST DATE:</b> 12/09/14	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> 293,008.00

### 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.

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AGENCY CONTRACT FOR

PRINTING OF UNCLAIMED PROPERTY INSERTS

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DESIGNATED AGENCY: COMPTROLLER OF MARYLAND

AGENCY CONTACT: REBECCA MARTIN  
(410) 767-1346

VENDOR: POST COMMUNITY MEDIA LLC  
VENDOR FEIN: 52-0733783  
VENDOR CONTACT: BRIAN SCOTT  
(240) 473-7569  
BSCOTT@GAZETTE.NET

### SCOPE OF CONTRACT:

THIS IS A REQUIREMENTS CONTRACT FOR SUPPLYING THE USING AGENCY AUTHORITY WITH THE PRINTING OF UNCLAIMED PROPERTY INSERTS FOR THE COMPTROLLER OF MARYLAND, DURING THE CONTRACT PERIOD.

### CONTRACT PERIOD:

THIS CONTRACT IS FOR FOUR (4) YEARS FROM DATE OF AWARD, DECEMBER 8, 2014 THROUGH DECEMBER 7, 2018.

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### TERMS (cont'd):

#### PRICE ESCALATION:

UPON WRITTEN REQUEST TO THE PROCURMENT OFFICER, PRICE ESCALATIONS WILL BE CONSIDERED ANNUALLY AND SHALL NOT EXCEED THE CURRENT RATE OF INFLATION AS DETERMINED BY THE PRODUCER PRICE INDEX (PPI) COMMODITY CODE NUMBER WPU937. THE PRICE ADJUSTMENTS SHALL BE NEGOTIATED AND MUTUALLY AGREED UPON BY DGS AND THE CONTRACTOR.

#### USAGE REPORT:

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE 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. ADDITIONALLY, VENDORS WHO ARE DETERMINED TO BE IN OF THIS MANDATORY REPORT REQUIREMENT WILL NOT BE ALLOWED TO BID ON ANY FUTURE REQUIREMENTS.

#### CONFIDENTIALITY:

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 RFP. 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.

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

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### TERMS (cont'd):

INCLUDE YOUR FEDERAL TAX I.D. NUMBER OR SOCIAL SECURITY NUMBER.  
STATE OF MARYLAND TAX EXEMPTION #30002563

FOB: DESTINATION UNLESS OTHERWISE NOTED ON PURCHASE ORDER.

\*\*\* THE COMPTROLLER OF THE TREASURY WILL NOT PAY FOR ANY OVERAGE IN  
EXCESS OF 2% OF THE QUANTITY ORDERED. \*\*\*

DELIVERY: PRODUCTS SHOULD BE DELIVERED EXPEDITIOUSLY UPON RECEIPT OF  
ORDER FROM THE AGENCY. NO TRACTOR TRAILERS OVER 45 FT.

OPEN MARKET CLAUSE: THE USING AGENCY RESERVES THE RIGHT TO PURCHASE  
ON THE OPEN MARKET WITHOUT FILING OR REQUISITION OR COST ESTIMATE  
ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY DUE TO  
EMERGENCIES, UNFORESEEN CAUSES AND VENDOR FAILURE DELIVER PER  
CONTRACT TERMS.

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

LIMITS ON USING AGENCY AUTHORITY: VENDOR SHALL NOT ACCEPT CHANGES,  
ADDITIONS OR SUBSTITUTIONS BY USING AGENCIES OR OTHERS IN THE  
REQUIREMENTS OF THIS CONTRACT UNLESS FURNISHED IN WRITING BY THE  
DEPARTMENT OF GENERAL SERVICES AND SIGNED BY THE PROCUREMENT OFFICER.

SPECIAL CONDITIONS CONTRACT PROVIRIONS: ALL NEGATIVES, ENGRAVINGS,  
DIES, TAPES, DISKS OR ELECTRONIC PHOTOMECHANICAL MEDIA INVOLVED WITH  
THIS CONTRACT SHALL BECOME AND REMAIN THE PROPERTY OF THE STATE OF  
MARYLAND AND SHALL BE SURRENDERED TO THE USING AGENCY UPON  
COMPLETION OF AND 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.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0001	96637-027061	LT	263,952.0000
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PRINTING, 13 3/4" X 23" TABLOID, 1 COLOR

THE FOLLOWING ARE THE SPECIFICATIONS FOR THE PRINTING OF UNCLAIMED PROPERTY INSERTS:

THE PAGE COUNT IS 152 PAGES AND THE PRESSRUN IS 788,300 COPIES.

JOB SPECIFICATIONS: (VENDOR MAY SUB-CONTRACT THE ACTUAL PRINTING OF THE INSERT.)

PREPRESS: TO HELP ENSURE ACCURATE REPRODUCTION OF YOUR DESIGN, PDFX1-A FILES SENT VIA FTP SITE ARE STRONGLY RECOMMENDED. FILES TO BE PRODUCED ACCORDING TO FNP PRINTING'S ARTWORK SPECIFICATIONS USING OUR SUPPLIED TEMPLATES.

UNCLAIMED PROPERTY INSERTS: 152 PAGES PER INSERT

APPROXIMATELY 788,300 INSERTS IN LATE WINTER/EARLY SPRING WITH CHANGES IN COPY.

INSERTS TO BE PRINTED ON 24" NEWSPRINT, 30 LB.

TRIM SIZE: 10.5" X 12"

IMAGE AREA: 9.5 X 11"; 5 COLUMNS

BINDERY: TABLOID

COLOR: BLACK ONLY

INSERTING: ALL CUSTOMER SUPPLIED PIECES MUST ADHERE TO NAA'S RECOMMENDED GUIDELINES FOR UNIFORM ADVERTISING INSERTS WHICH CAN BE FOUND ON NAA'S WEBSITE: WWW.NAA.ORG. ALL INSERTS MUST BE IN HOUSE SEVEN DAYS PRIOR TO INSERTION.

INSERTS DELIVERED TO NEWSPAPERS DURING THE LATE WINTER/EARLY SPRING.

INSERTS TO RUN IN NEWSPAPERS WITHIN A WEEK OR TWO OF DELIVERY.

INSIDE COPY WILL BE PRINTED IN 9 PT. ARIAL (UPPER AND LOWER CASE LETTERING), 5 COLUMN SAU FORMAT. AT TOP OF EACH INSIDE PAGE, THE PRINTER WILL NEED TO INSERT GUIDE WORDS, REFLECTING THE SURNAME LISTED FIRST AND LAST ON THAT PAGE.

INSERTS MUST BE DROP-SHIPPED TO APPROXIMATELY THIRTY-ONE (31)

LOCATIONS PROVIDED, RECEIVED BY THE DATES NOTED. MATERIAL SHIPPED ON PALLETS MUST BE PACKGED AND LABELLED ACCORDING TO THE SHIPPING SPECIFICATIONS PROVIDED AT A LATER DATE.

ADDITIONAL SERVICES: PRESS PROOF OF FRONT AND BACK PAGES. ALL OTHER PAGES PROOFING ELECTRONICALLY.

COMPOSITION: INCLUDED

CONTACT SHOULD BE MADE WITH MR. ROBERT SCHEERER/

UNCLAIMED PROPERTY DIVISION

STATE OFFICE BLDG 301 WEST PRESTON ST, ROOM 310

BALTIMORE, MD 21201

PHONE 410-767-1557

END OF ITEM LIST

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**TERMS (cont'd):**

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

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

BUYER AUTHORIZED DESIGNEE