

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4400584

PRINT DATE: 10/31/15

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: BAFS INC THE MILL OF BEL AIR 424 NORTH MAIN ST BEL AIR, MD 21014 (410)838-8111	REFER QUESTIONS TO: CHRISTINE VASILIAU (410)767-4281 CHRISTINE.VASILIAU@MARYLAND.GOV	
ITB: 001IT819449	EXPR DATE: 05/05/17 POST DATE: 05/05/14	DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: 186,931.20

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 FOR

DOG FOOD

MARYLAND STATE POLICE - CANINE UNIT

MODIFICATION #1: THIS CONTRACT WAS MODIFIED TO ALLOW FOR THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES (DPSCS) TO CREATE A REFERENCE BLANKET PURCHASE ORDER OFF OF THIS CONTRACT.

AGENCY CONTACT: MARYANNA AUGHINBAUGH (410) 799-2900
MARY.AUGHINBAUGH@MARYLAND.GOV

VENDOR: THE MILL OF BEL AIR (BAFS, INC.)

VENDOR FEIN: 52-0577970

VENDOR PHONE: (410) 838-6113

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4400584

PRINT DATE: 10/31/15

PAGE: 02

TERMS (cont'd):

VENDOR CONTACT: BRENDA HOLLOWAY
BHHOLLOWAY@THEMILLOFBELAIR.COM

DESIGNATED AGENCY: MARYLAND STATE POLICE

SCOPE OF CONTRACT: THIS IS A REQUIREMENTS CONTRACT FOR SUPPLYING THE MARYLAND STATE POLICE CANINE UNIT WITH DOG FOOD FOR THE CONTRACT PERIOD SPECIFIED.

CONTRACT PERIOD: MAY 6, 2014 THROUGH MAY 5, 2017. THIS IS A THREE (3) YEAR CONTRACT WITH ONE (1) ONE (1) YEAR RENEWAL OPTION PROVIDING THE TERMS AND CONDITIONS REMAIN THE SAME.

PRICE ADJUSTMENT: THIS CONTRACT IS TO BE A FIRM FIXED PRICE CONTRACT FOR THE ENTIRE ORIGINAL CONTRACT PERIOD. THE STATE WILL ALLOW ONE PRICE ADJUSTMENT ON THE ANNIVERSARY OF THE ONE (1) YEAR RENEWAL DATE OF THE CONTRACT.

ORDERING: QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES. THE AGENCY ESTIMATES THAT IT WILL USE 960 BAGS OF DOG FOOD PER YEAR. ORDERS WILL BE PLACED ON AN AS-NEEDED BASIS WITH THE VENDOR. PRICING INCLUDES ALL SHIPPING CHARGES TO DESTINATION (F.O.B.) FREIGHT PREPAID.

DELIVERY: DELIVERIES ARE TO BE MADE AS EXPEDITIOUSLY AS POSSIBLE, BUT NO LATER THAN ONE WEEK UPON RECEIPT OF AGENCY PURCHASE ORDER. VENDORS MINIMUM DELIVERY SHALL BE NO LESS THAN TWO (2) SKIDS. ALL PRODUCTS USED IN PACKING OR PROTECTION DURING SHIPMENT ARE TO BE MADE OF RECYCLED OR BIODEGRADABLE MATERIAL. VENDOR SHALL MAKE SURE THAT ALL DELIVERIES ARE SHRINK WRAPPED TO PREVENT PACKAGE DAMAGE FROM WEATHER.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4400584

PRINT DATE: 10/31/15

PAGE: 03

TERMS (cont'd):

DELIVERIES WILL BE MADE TO:

MARYLAND STATE POLICE - QUARTERMASTER DIVISION
7745 WASHINGTON BLVD.
JESSUP, MD 20197-9307

TAXES: ARTICLES CONTAINED HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION CERTIFICATE 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.

WARRANTY: ALL PRODUCTS SOLD UNDER THIS CONTRACT ARE TO BE UNCONDITIONALLY GUARANTEED BY THE VENDOR AGAINST DEFECTS.

BASIS OF AWARD: THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID. BIDS WERE EVALUATED BASED ON THE PRICE SUBMITTED FOR ALL LINE ITEMS.

DURATION: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE.

OPEN MARKET CLAUSE: ANY ITEM LISTED HEREIN THAT IS NOT DELIVERED IN A TIMELY MANNER OR DOES NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT MAY BE PURCHASED ON THE OPEN MARKET BY THE USING AGENCY. THE CONTRACTED VENDOR WILL BE CHARGED FOR ANY PRODUCT COST INCURRED BY THE STATE THAT IS IN EXCESS OF OF THE CONTRACTED PRICE.

MANDATORY USAGE REPORT: THE STATE OF MARYLAND DEPARTMENT OF GENERAL SERVICES OFFICE OF PROCUREMENT AND LOGISTICS HAS IMPLEMENTED A PROGRAM TO REVIEW ALL STATEWIDE CONTRACT REQUIREMENTS AND ASSESS CONTRACT USAGE OF STATE AGENCIES. UNDER THE TERMS OF THIS CONTRACT,

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4400584

PRINT DATE: 10/31/15

PAGE: 04

TERMS (cont'd):

BEGINNING WITH THE START DATE, A QUARTERLY USAGE REPORT SHOULD BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES. THIS REPORT SHOULD CONTAIN A SUMMARY OF PROCUREMENT ACTIVITY AND SHOULD INCLUDE THE CONTRACT NUMBER, ITEM(S) DESCRIPTION, QUANTITY PURCHASED, TOTAL DOLLARS SPENT, NUMBER OF ORDERS PLACED BY STATE AGENCY, NUMBER OF ORDERS PLACED PER CONTRACT, AND END WITH A GRAND TOTAL DUE FOR ALL DOLLARS SPENT. PLEASE SEND YOUR REPORT TO: DEPARTMENT OF GENERAL SERVICES, OFFICE OF PROCUREMENT AND LOGISTICS, 301 W. PRESTON STREET, ROOM M-4, BALTIMORE, MD 21201, ATTN: CHRISTINE VASILIAU. REPORTS MAY BE EMAILED TO CHRISTINE.VASILIAU@MARYLAND.GOV. THE REPORT IS DUE WITHIN TEN (10) DAYS AFTER EVERY REPORT PERIOD. FAILURE TO PROVIDE THIS REPORT MAY RESULT IN DEFAULT OF THIS CONTRACT AND THE CONTRACT MAY BE TERMINATED IMMEDIATELY.

CONTRACT ACCEPTANCE: THE BLANKET PURCHASE ORDER (BPO) IS ISSUED AS A RESULT OF THE INVITATION TO BID (ITB #001IT819449 / MDDGS31013419) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS, OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS, AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED HEREIN AND MADE A PART OF THIS BPO.

BILLING: VENDOR SHALL INCLUDE THE FOLLOWING INFORMATION ON ALL INVOICES: NAME OF COMPANY, ADDRESS - INCLUDING 9-DIGIT ZIP CODE, FEIN, A CONTACT NAME AND PHONE NUMBER FOR PLACING ORDERS. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

NONDISCRIMINATION: AS A CONDITION OF ENTERING INTO THIS AGREEMENT CONTRACTOR REPRESENTS AND WARRANTS THAT IT WILL COMPLY WITH THE THE STATE'S COMMERCIAL AS DESCRIBED UNDER STATE FINANCE AND PROCUREMENT ARTICLE, TITLE 19, ANNOTATED CODE OF MARYLAND. AS PART OF THIS COMPLIANCE, CONTRACTOR MAY NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, ANCESTRY OR NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, SEXUAL ORIENTATION, OR DISABILITY OR OTHER UNLAWFUL FORMS OF DISCRIMINATION IN THE SOLICITATION, SELECTION, HIRING, OR COMMERCIAL TREATMENT OF SUBCONTRACTORS, VENDORS, SUPPLIERS, OR COMMERCIAL CUSTOMERS, NOR SHALL CONTRACTOR RETALIATE AGAINST ANY PERSON FOR REPORTING INSTANCES OF SUCH DISCRIMINATION. CONTRACTOR SHALL PROVIDE EQUAL OPPORTUNITY FOR SUBCONTRACTORS, VENDORS, AND SUPPLIERS TO PARTICIPATE IN ALL OF ITS PUBLIC SECTOR AND PRIVATE SECTOR SUBCONTRACTING AND SUPPLY OPPORTUNITIES, PROVIDED THAT THIS CLAUSE

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4400584

PRINT DATE: 10/31/15

PAGE: 05

TERMS (cont'd):

DOES NOT PROHIBIT OR LIMIT LAWFUL EFFORTS TO REMEDY THE EFFECTS OF MARKETPLACE DISCRIMINATION THAT HAVE OCCURRED OR ARE OCCURRING IN THE MARKETPLACE. CONTRACTOR UNDERSTANDS THAT A MATERIAL VIOLATION OF THIS CLAUSE SHALL BE CONSIDERED A MATERIAL BREACH OF THIS AGREEMENT AND MAY RESULT IN TERMINATION OF THIS AGREEMENT, DISQUALIFICATION OF CONTRACTOR FROM PARTICIPATING IN STATE CONTRACTS, OR OTHER SANCTIONS. THIS CLAUSE IS NOT ENFORCEABLE BY OR FOR THE BENEFIT OF, AND CREATES NO OBLIGATION TO, ANY THIRD PARTY.

0001 32525-000665 BG 48.6800

DOG FOOD: BLUE BUFFALO CHICKEN AND BROWN RICE FOOD

SIZE: 30 LB BAGS

SHIPPED: 40 BAGS PER PALLET

NO SUBSTITUTE WILL BE ACCEPTED OR CONSIDERED.

_____ END OF ITEM LIST _____

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

AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE