

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5400365

PRINT DATE: 10/31/15

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: LUXFER MEGTECH INC 2940 HIGHLAND AVE UNITE 210 CINCINNATI, OH 45212 (999)999-9999	REFER QUESTIONS TO: CHRISTINE VASILIAU (410)767-4281 CHRISTINE.VASILIAU@MARYLAND.GOV	
ITB:	EXPR DATE: 06/20/16 POST DATE: 06/01/15	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.

=====
STATEWIDE CONTRACT
FOR
MEALS-READY-TO-EAT (MRE)
=====

TERM: 06/20/2015 THRU 06/20/2016 (1 YEAR)

THIS IS THE FINAL RENEWAL OPTION FOR AN ADDITIONAL ONE (1) YEAR PERIOD PROVIDING THE TERMS AND CONDITIONS REMAIN THE SAME.

CONTACT: MICHAEL JAQUILLARD
MICHAEL JAQUILLARD
CELL: 513/722-3640 (24/7)
P: 1-800-503-4483
DIRECT: 513/407-5609
MJAQUILLARD@HEATERMEALS.COM

REGIONS SERVED BY THIS CONTRACT:

REGION 1 X DORCHESTER, WICOMICO, SOMERSET, WORCESTER

*THIS REGION AT PRICES ON LINE ITEMS.

REGION 2 X CECIL, KENT, QUEEN ANNE, TALBOT, CAROLINE

*PRICES FOR THIS REGION ARE PROVIDED IN THE TEXT OF EA. LINE.

REGION 3 X HARFORD, BALTIMORE CITY, BALTIMORE CO., ANNE ARUNDEL

*PRICES FOR THIS REGION ARE PROVIDED IN THE TEXT OF EA. LINE

REGION 4 X PRINCE GEORGE'S, CALVERT, CHARLES, ST. MARY'S

*PRICES FOR THIS REGION ARE PROVIDED IN THE TEXT OF EA. LINE

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TERMS (cont'd):

REGION 5 X HOWARD, MONTGOMERY, FREDERICK, CARROLL

*PRICES FOR THIS REGION ARE PROVIDED IN THE TEXT OF EA. LINE

REGION 6 X GARRETT, ALLEGANY, WASHINGTON

*PRICES FOR THIS REGION ARE PROVIDED IN THE TEXT OF EA. LINE

THIS CONTRACT IS FOR AN INDEFINITE QUANTITY TERM CONTRACT TO SUPPLY THE STATE OF MARYLAND USING AUTHORITIES A LISTING OF VENDORS TO PROVIDE SHELF STABLE MEALS-READY-TO-EAT (MRE) DURING EMERGENCY SITUATIONS TO INCLUDE DELIVERY FOB DESTINATION. DEPENDING UPON THE EMERGENCY, THESE MEALS MAY BE PROVIDED TO EMERGENCY/DISASTER RELIEF PERSONNEL OR CIVILIAN VICTIMS, I.E. SHELTERED EVACUEES, ETC.

MRE MUST PROVIDE A NUTRITIONAL, BALANCED MEAL, BE PACKED WITHIN 12 MONTHS OF DELIVERY AND HAVE A MINIMUM DRY STORAGE SHELF LIFE OF 3 YEARS FROM PACKED DATE, NO REFRIGERATION NEEDED. EACH CASE SHALL CARRY A USDA INSPECTION STAMP AND BE FACTORY SEALED WHEN DELIVERED (NO REPACKS). MEALS SHOULD BE FULLY COOKED, DESIGNED TO BE EATEN COLD OR HEAT & SERVE.

ORDER/DELIVERY PROCEDURE:

QUOTED PRICES ARE TO BE NET 30 DAYS F.O.B. TO ANY POINT WITHIN THE STATE OF MARYLAND, AND INCLUDE FREIGHT/SHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

DELIVERY SHALL BE MADE AS EXPEDITIOUSLY AS POSSIBLE WITHIN FORTY-EIGHT (48) HOURS OF NOTIFICATION FROM THE USING AUTHORITIES.

ORDERING PROCEDURE: USING AGENCIES MAY ISSUE A HARD COPY PURCHASE ORDER SHOWING BILL TO AND SHIP TO ADDRESS, CONTACT PERSON AND TELEPHONE NUMBER. TELEPHONE ORDERS MUST BE ACCOMPANIED BY A CREDIT CARD OR FOLLOWED UP WITH ISSUANCE OF A PURCHASE ORDER WITHIN 48 HOURS.

ALL VENDORS MUST ACCEPT THE STATE OF MARYLAND PURCHASING CARD WITHIN THE PROCUREMENT OFFICER'S LIMITATION

THIS CONTRACT IS A FIXED PRICE CONTRACT WITH ADJUSTMENT. PRICE ADJUSTMENTS WILL BE ALLOWED PER THE TERMS BELOW.

PRICE ADJUSTMENT CLAUSE: VENDOR MUST HOLD STATED BID PRICING FOR AT LEAST ONE YEAR FROM DATE AWARD OF THE CONTRACT. THEREAFTER, THE VENDOR WILL BE ALLOWED TO CHANGE THEIR PRICING ANNUALLY BY WRITTEN NOTICE TO THE DGS PROCUREMENT OFFICER. PRICE CHANGES MUST BE SUBMITTED NO LATER THAN TWO (2) WEEKS PRIOR TO THE PROPOSED EFFECTIVE DATE.

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TERMS (cont'd):

SPECIAL NOTE: QUANTITIES ARE ESTIMATED ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE USING AUTHORITY AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES AND WILL RELEASE ON AN AS-REQUIRED BASIS.

PROCESSING FEE

1.

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS, ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACTS UNIT PRICES

2.

THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER AND THE EMM ACCOUNTANT, AWAWU SALAKO, AT AWAWU.SALAKO@MARYLAND.GOV

3.

FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENT MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICH EVER IS HIGHER.

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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	39331-MEMA01	CS	48.2400
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PRICE IS A PER CASE PRICE FOR 1 - 100 CASES DELIVERED TO A SINGLE DELIVERY LOCATION IN REGION 1.

PRICES FOR OTHER REGIONS:

REGION 2 - \$48.60/CS. DELIVERED

REGION 3 - \$48.12/CS. DELIVERED

REGION 4 - \$48.12/CS. DELIVERED

REGION 5 - \$48.36/CS. DELIVERED

REGION 6 - \$47.76/CS. DELIVERED

HEATER MEALS EX - 5 YR. SHELF LIFE
12 MEALS PER CASE (6 FLAVORS, 2 EA.).
PRODUCT CODE #98010

- MENU 1: HOMESTYLE CHICKEN AND NOODLES (270 CALORIES)
- MENU 2: GREEN PEPPER STEAK WITH RICE (340 CALORIES)
- MENU 3: BBQ SAUCE & POTATOES W/BEEF (430 CALORIES)
- MENU 4: CHICKEN PASTA ITALIANA (300 CALORIES)
- MENU 5: SOUTHWEST CHICKEN W/RICE & BEANS (470 CALORIES)
- MENU 6: VEGETARIAN PASTA FAGIOLI (300 CALORIES)

ALL MEALS CONTAIN THE FOLLOWING:

- ENTREE
- SPOON
- NAPKIN
- SALT & PEPPER
- SELF-HEATING HEATER

0002	39331-MEMA01	CS	43.9200
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PRICE IS A PER CASE PRICE FOR 101-500 CASES DELIVERED TO A SINGLE DELIVERY LOCATION IN REGION 1.

PRICES FOR OTHER REGIONS:

REGION 2 - \$43.92/CS. DELIVERED

REGION 3 - \$43.92/CS. DELIVERED

REGION 4 - \$43.92/CS. DELIVERED

REGION 5 - \$43.92/CS. DELIVERED

REGION 6 - \$43.68/CS. DELIVERED

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0003	39331-MEMA01	CS	41.8800

PRICE IS A PER CASE PRICE FOR 501-1000 CASES DELIVERED TO A SINGLE DELIVERY LOCATION IN REGION 1.

PRICES FOR OTHER REGIONS:

- REGION 2 - \$42.88/CS. DELIVERED
- REGION 3 - \$41.88/CS. DELIVERED
- REGION 4 - \$41.88/CS. DELIVERED
- REGION 5 - \$41.88/CS. DELIVERED
- REGION 6 - \$41.64/CS. DELIVERED

0004	39331-MEMA01	CS	42.6000
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PRICE IS A PER CASE PRICE FOR MORE THAN 1000 CASES DELIVERED TO A SINGLE DELIVERY LOCATION IN REGION 1.

PRICES FOR OTHER REGIONS:

- REGION 2 - \$42.60/CS. DELIVERED
- REGION 3 - \$42.60/CS. DELIVERED
- REGION 4 - \$42.60/CS. DELIVERED
- REGION 5 - \$42.48/CS. DELIVERED
- REGION 6 - \$42.12/CS. DELIVERED

END OF ITEM LIST

ADDITIONAL TERMS & CONDITIONS:

SUBSTITUTION MAY NOT BE MADE WITHOUT PRIOR CONSENT OF THE ORDERING AGENCY.

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.

TAX PAYMENT: THE STATE OF MARYLAND IS EXEMPT FROM FEDERAL AND STATE TAXES AND WILL NOT PAY OR REIMBURSE SUCH TAXES.

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TERMS (cont'd):

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS 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 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. REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2)

ADDRESSES:

MARGARET.HAJIANTONI@DGS.STATE.MD.US

HOWARD.MCLAIN@DGS.STATE.MD.US

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 TO THE CONTRACTOR.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE:
OR
- (6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

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TERMS (cont'd):

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE MARYLAND 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