

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5400367

PRINT DATE: 10/31/15

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

MIK INDUSTRIES INC
9115 G WHISKEY BOTTOM RD

LAUREL, MD 20723
(301)497-1990

REFER QUESTIONS TO:

CATHERINE SEILER
(410)767-6056
CATHERINE.SEILER@MARYLAND.GOV

ITB:

EXPR DATE: 05/31/16
POST DATE: 03/30/15

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: 05/20/2015 THRU 05/31/2016 (1 YEAR)

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

CONTACT INFORMATION:

OFFICE: 301-497-1990 (REGULAR OFFICE HOURS)

24 HOUR EMERGENCY CONTACTS:

SEEMA SINGH: 202-528-5001

FRANK KULLA: 703-675-3160

JORDAN SPECTOR: 301-996-4963

REGIONS SERVED BY THIS CONTRACT:

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

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

REGION 5__X__ HOWARD, MONTGOMERY, FREDERICK, CARROLL

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

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5400367

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PAGE: 02

TERMS (cont'd):

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.

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

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5400367

PRINT DATE: 10/31/15

PAGE: 03

TERMS (cont'd):

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.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	39331-MEMA01	CS	76.0000		

PRICE IS A PER CASE PRICE FOR 1 - 100 CASES DELIVERED TO A SINGLE LOCATION IN ALL REGIONS. A-PACK SELF-HEATING EMERGENCY READY MEAL, 12 MEALS PER CASE (6 FLAVORS, 2 EA.).

MENU 1: CHICKEN W/BLACK BEANS & RICE (1190 CALORIES PER MEAL)

MENU 2: BEEF STEW (1310 CALORIES PER MEAL)

MENU 3: CHICKEN NOODLE W/VEGETABLES (1180 CALORIES PER MEAL)

MENU 4: SPAGHETTI W/MEAT SAUCE (1310 CALORIES PER MEAL)

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STATE OF MARYLAND

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

BPO NO: 001B5400367

PRINT DATE: 10/31/15

PAGE: 04

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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MENU 5: CHICKEN TETRAZZINI (1140 CALORIES PER MEAL)

MENU 6: PASTA W/VEGETABLES (1150 CALORIES PER MEAL)

ALL MEALS CONTAIN THE FOLLOWING IN ADDITION TO THE ENTREE:

FRIUT FLAVORED CANDY

1 PKG CRACKERS (PLAIN), 1 PEANUT BUTTER OR CHEESE SPREAD,

2 OF THE FOLLOWING 3: FIG BAR, COOKIE AND/OR TOASTER PASTRY,

1 PKG RAISINS, 1 SQWINCHER BEVERAGE BASE, 1 BLACK PEPPER PACKET,

1 WET NAP, 1 SPORK, AND 1 FLAMELESS RATION HEATER.

0002	39331-MEMA01	CS	76.0000
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PRICE IS A PER CASE PRICE FOR 101-500 CASES DELIVERED TO A SINGLE LOCATION IN ALL REGIONS. A-PACK SELF-HEATING EMERGENCY READY MEAL, REDUCED SODIUM, 12 MEALS PER CASE (6 FLAVORS, 2 EA.).

VARIETIES LISTED ON LINE 1.

0003	39331-MEMA01	CS	71.5000
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PRICE IS A PER CASE PRICE FOR 501-1000 CASES DELIVERED TO A SINGLE LOCATION IN ALL REGIONS. A-PACK SELF-HEATING EMERGENCY READY MEAL, REDUCED SODIUM, 12 MEALS PER CASE (6 FLAVORS, 2 EA.).

VARIETIES LISTED ON LINE 1.

0004	39331-MEMA01	CS	71.5000
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PRICE IS A PER CASE PRICE FOR QUANTITIES OF OVER 1000 CASES DELIVERED TO A SINGLE LOCATION IN ALL REGIONS. A-PACK SELF-HEATING EMERGENCY READY MEAL, REDUCED SODIUM, 12 MEALS PER CASE (6 FLAVORS, 2 EA.).

VARIETIES LISTED ON LINE 1.

END OF ITEM LIST

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

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PAGE: 05

TERMS (cont'd):

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.

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:

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

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PAGE: 06

TERMS (cont'd):

(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 ARTICLE.

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