

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4600268

PRINT DATE: 07/26/24

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: TIERRA ALI-SAID (410)767-0788 TIERRA.ALI-SAID1@MARYLAND.GOV	
ITB: 001IT821430	EXPR DATE: 06/30/26 POST DATE: 06/18/24	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.

MARYLAND STATEWIDE CONTRACT
MEALS - READY - TO - EAT (MRE)

VENDOR CONTACT: JOHN COREY (JOHN.COREY@LUXFER.COM)
. TAMARA GIDEON (TAMARA.GIDEON@LUXFER.COM)
VENDOR ADDRESS: 2940 HIGHLAND AVENUE, CINCINNATI, OH 45212

VENDOR PHONE: TAMARA GIDEON 513-324-4008

VENDOR EMAIL: COLLEEN MCHUGH (COLLEEN.MCHUGH@LUXFER.COM)
513-214-3796

IN THE EVENT OF A CONFLICT BETWEEN PROVISIONS OF THE CONTRACT DOCUMENT
THE CONTROLLING PROVISIONS SHALL BE IN THE FOLLOWING ORDER OF:

THE BPO, THEN

THE SOLICITATION, THEN

THE BID.

ALL PRICES ARE TO BE QUOTED F.O.B. DESTINATION FREIGHT PREPAID AND
DELIVERY MUST BE ALLOWED TO ANY POINT OF THE STATE OF MARYLAND.
ALL SHIPPING, HANDLING, AND ADMINISTRATIVE CHARGES ARE TO BE INCLUDED
IN THE BID PRICING.

THIS CONTRACT DOES NOT OBLIGATE THE STATE OF MARYLAND TO PURCHASE ANY

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TERMS (cont'd):

MINIMUM OR MAXIMUM QUANTITY THROUGHOUT THE CONTRACT PERIOD.
TERM OF CONTRACT:

TWO (2) YEAR CONTRACT, WITH ONE (1) TWO (2)-YEAR RENEWAL OPTION

INDEFINITE QUANTITY WITH FIRM, FIXED PRICES

THE STATE RESERVES THE RIGHT TO MAKE THE AWARD BY ITEM, GROUPS OF ITEMS, OR TOTAL BID PRICE IF IT IS IN THE BEST INTEREST OF THE STATE TO DO SO.

BILLING:

THE CONTRACTOR SHALL INCLUDE THE FOLLOWING INFORMATION ON ALL INVOICES

1. NAME OF COMPANY,
2. ADDRESS TO INCLUDE THE 9-DIGIT ZIP CODE,
3. FEIN NUMBER,
4. THE NAME OF THE CONTACT PERSON,
5. INCLUDE THE PHONE NUMBER FOR PLACING ORDERS

FAILURE TO DO SO MAY RESULT IN A DELAY OF PAYMENT

ALL TERMS AND CONDITIONS OF THE SOLICITATION AND AMENDMENTS THERETO ARE MADE PART OF THIS CONTRACT.

THE STATE IS GENERALLY EXEMPT FROM FEDERAL EXCISE TAXES, MARYLAND SALES AND USE TAXES, DISTRICT OF COLUMBIA SALES TAXES, AND TRANSPORTATION TAXES.

EXEMPTION CERTIFICATES SHALL BE FURNISHED UPON REQUEST.

ALL MATERIALS, EQUIPMENT, AND SUPPLIES SHALL CONFORM TO FEDERAL AND STATE LAWS AND REGULATIONS AND TO THE SPECIFICATIONS CONTAINED IN THIS SOLICITATION.

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS.

THIS IS AN INDEFINITE QUANTITY CONTRACT WITH FIRM FIXED PRICES. QUANTITIES CAN NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GURANTEE.

GENERAL REQUIREMENTS:

ALL PRICES ARE TO BE QUOTED FOB DESTINATION FREIGHT PREPAID AND THE DELIVERY MUST BE ALLOWED TO ANY POINT WITHIN THE STATE OF MARYLAND.

THIS CONTRACT DOES NOT OBLIGATE THE STATE OF MARYLAND TO PURCHASE ANY MINIMUM OR MAXIMUM QUANTITY THROUGHOUT THE CONTRACT PERIOD.

MEALS WILL BE ORDERED ON AN AS-NEEDED BASIS & WILL NOT BE STOCKPILED.

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TERMS (cont'd):

DELIVERY LOCATIONS:

REGION A (WESTERN): COUNTIES: GARRETT, ALLEGANY, WASHINGTON

REGION B (CAPITAL): COUNTIES: FREDERICK, MONTGOMERY, PRINCE GEORGE'S

REGION C (CENTRAL): COUNTIES: ANNE ARUNDEL, BALTIMORE, CARROLL,
HARFORD, HOWARD, AND BALTIMORE CITY

REGION D (EASTERN): COUNTIES: KENT, QUEEN ANNE'S, TALBOT, CAROLINE,
CECIL, DORCHESTER, WORCHESTER, SOMERSET

REGION E (SOUTHERN): COUNTIES: CALVERT, CHARLES, ST. MARY'S

PROCESSING FEE:

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 TRANSACTIONS UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED TO THE STATE AS A SEPARATE LINE ITEM, FEE, OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACTOR'S UNIT PRICES.

THIS PURCHASE ORDER IS FOR THE PURCHASE OF MEALS-READY-TO EAT (MRE) ONLY. ALL MEALS-READY-TO-EAT MUST BE FREE FRM DEFECTS, WITH THE PROPER LABELING AND SHELF-LIFE REQUIREMENTS. UNACCEPTABLE PRODUCTS THAT DO NOT MEET THE STANDARDS SET FORTH, WILL BE REJECTED.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS & CONDITIONS FOR COMMODITY CONTRACTS OVER \$100,000" AND ALL SPECIFICATION, TERMS, AND CONDITIONS OF THIS REQUISITION #DGSR4600011 ARE INCORPORATED HEREIN FOR REFERENCE PURPOSES.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0001	39331-MEMA01	EA	14.7300	
MRE'S MEAL, READY-TO-EAT				
FOR VARIOUS LOCATIONS IN THE STATE OF MARYLAND WHICH ARE AFFECTED BY SEVERE STORMS, TORNADOS, FLOODING, AND OTHER EMERGENCIES.				
0002	39331-MEMA01	EA	14.7300	
MRE'S MEAL, READY-TO-EAT				

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	_____
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1-100 MRE MEALS PER CASE FOR REGIONS A THROUGH E, TO BE DELIVERED ON AN AS-NEEDED BASIS.

MEALS MUST HAVE SHELF-LIFE FOR UP TO 5 YEARS.

0003	39331-MEMA01	EA	14.7300	
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MRE'S MEAL, READY-TO-EAT

ALL MRE'S MUST CONTAIN THE FOLLOWING:

- . ENTREE 3/4 LBS
- . CUTLER & NAPKIN SET
- . SALT & PEPPER
- . PATENTED FOOD HEATER (OPTIONAL)
- . WATER POUCH

END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE