

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5600236

PRINT DATE: 12/02/24

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: ENAYATULLAH RAYHAN (410)767-5139 ENAYATULLAH.RAYHAN@MARYLAND.GOV	
ITB: 001IT821471	EXPR DATE: 12/01/27 POST DATE: 12/02/24	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.

STATEWIDE CONTRACT
FOR
DOG FOOD

BASE TERM: THREE (3) YEAR CONTRACT WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS. START FROM DECEMBER 02, 2024 THROUGH DECEMBER 01, 2027.

OPTION YEAR ONE: DECEMBER 02, 2027 THROUGH DECEMBER 01, 2028 WITH SAME CONTRACT TERMS, CONDITIONS AND PROVISIONS.

OPTION YEAR TWO: DECEMBER 02, 2028 THROUGH DECEMBER 01, 2029 WITH SAME CONTRACT TERMS, CONDITIONS AND PROVISIONS.

VENDOR : BAFS, INC., DBA AS THE MILL OF BEL AIR
VENDOR CONTACT: CASSIE NILSSON
VENDOR NUMBER : 410-838-6111
VENDOR E-MAIL : CNILSSON@THEMILLOFBELAIR.COM

AGENCY CONTACT: JOSEPH ECCLESTON
AGENCY : MARYLAND DEPARTMENT OF PUBLIC SAFETY & SERVICES

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TERMS (cont'd):

DELIVERY:

PRODUCT TO BE DELIVERED TO ANY REQUESTING STATE OR LOCAL AGENCY THROUGH OUT THE STATE OF MARYLAND.

UNITS SHALL BE DELIVERED , COMPLETELY SERVICED AND READY FOR OPERATION

VENDOR MUST INCLUDE THE BLANKET PURCHASE ORDER OR PURCHASE ORDER NUMBER ON ALL INVOICES.

NOTE: ITEM 5 IS 6% OFF MSRP (BRAND NOT SPECIFIED)

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:

THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

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 OF 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 NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

(B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIAL UNDER THIS CONTRACT.

(C) 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.

D) 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

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TERMS (cont'd):

MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL 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 MAY BE SUBJECT 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.

INVOICING:

ALL INVOICES SHALL BE SENT TO THE LOCATION SPECIFIED AT THE TIME OF EACH ORDER. IN ADDITION TO THE INFORMATION REQUIRED PER SECTION B, NO. 20, ALL INVOICES MUST INCLUDE THE FOLLOWING INFORMATION:

- * CONTRACT NUMBER
- * AGENCY'S PURCHASE ORDER NUMBER OR FULL NAME OF THE PERSON PLACING THE ORDER IF A CREDIT CARD IS BEING USED
- * THE MANUFACTURER'S SUGGESTED RETAIL PRICE

USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDRED -TWENTY (120) DAYS 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 SHALL 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. THE USAGE REPORT SHALL BE EMAILED TO THE DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

ELECTRONIC TRANSACTION FEE:

A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDIT. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPERATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDE IN THE CONTRACT'S

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TERMS (cont'd):

UNIT PRICE.

B.THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE OFFICE OF STATE PROCUREMENT, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

C.FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS 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 ESTIMATE ANNUAL VALUE, WHICHEVER IS HIGHER.

D.PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE MARYLAND STATE ORDERING AGENCY. THE ORDERING AGENCY SHALL BE THE SOLE JUDGE OF WHAT IS AN "APPROVED EQUAL". ANY ITEM DELIVERED AS A RESULT OF THIS AWARD WHICH DOES NOT MEET THE SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE VENDOR'S EXPENSE FOR REPLACEMENT OR CREDIT.

CONTRACTS WILL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE THE STATE MAY TERIMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30)

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER \$100,000 AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #001IT821471/BPM045869 INCORPRATED HEREIN BY REFERENCE.

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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	32525-000665	BG	65.4900
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DOG FOOD, PURINA PRO-PLAN - ADULT FORMULA, PACKAGED IN 50 LB. BAGS.
SUBSTITUTE ACCEPTABLE

PRO PLAN ADULT SPORT BRAND: CRUDE PROTEIN 30%, CRUDE FAT 20%,
475 KCALS PER CUP; 40 LB BAG. (SHIPPING COST INCLUDED).

0002	32525-000665	BG	83.2900
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DOG FOOD, PURINA PRO-PLAN - ADULT FORMULA, PACKAGED IN 50 LB. BAGS.
SUBSTITUTE ACCEPTABLE

PURINA PRO PLAN ADULT COMPLETE ESSENTIALS.
45 TO 50 POUND BAGS.

- * HARD KIBBLE COMBINED WITH TENDER, SHREDDED PIECES FOR TASTE AND TEXTURE DOGS LOVE.
- * HIGH PROTEIN FORMULA, WITH REAL CHICKEN AS THE FIRST INGREDIENT.
- * FORTIFIED WITH GUARANTEED LIVE PROBIOTICS FOR DIGESTIVE AND IMMUNE HEALTH.
- * USED TO BE KNOWN AS SAVOR SHREDDED BLEND CHICKEN AND RICE FORMULA.
- * VITAMIN A AND OMEGA-6 FATTY ACIDS TO NOURISH SKIN AND COAT.

0003	32525-000665	BG	66.7900
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DOG FOOD, PURINA PRO-PLAN - ADULT FORMULA, PACKAGED IN 50 LB. BAGS.
SUBSTITUTE ACCEPTABLE

PURINA PRO PLAN SENSITIVE SKIN & STOMACH ADULT WITH PROBIOTICS LAMB & OAT MEAL FORMULA HIGH PROTEIN DRY DOG FOOD

- * REAL LAMB IS THE FIRST INGREDIENT, AND IT'S COMPLEMENTED BY OAT MEAL WHICH IS EASILY DIGESTIBLE AND GENTLE ON YOUR PUP'S DIGESTIVE SYSTEM
- * HIGH OMEGA-6 FATTY ACID CONTENT SUPPORTS HEALTHY SKIN AND A LUSTROUS COAT.
- * PREBIOTIC FIBER HELPS NOURISH INTESTINAL BACTERIA FOR YOUR FURBABY'S DIGESTIVE HEALTH.
- * RICH IN ANTIOXIDANTS TO SUPPORT IMMUNE SYSTEM HEALTH, FISH OIL THAT'S RICH IN OMEGA-3 FATTY ACIDS FOR JOINT HEALTH AND MOBILITY, AND EPA AND DHA FOR HEART HEALTH.
- * FOOD IS GENTLE ON THE STOMACH TO HELP MAINTAIN STOOL QUALITY AND IS MADE WITHOUT ANY ARTIFICIAL COLORS OR FLAVORS, OR POULTRY BYPRODUCT MEAL.

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0004	32525-000665	BG	75.3900
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DOG FOOD, PURINA PRO-PLAN - ADULT FORMULA, PACKAGED IN 50 LB. BAGS.
SUBSTITUTE ACCEPTABLE
PURINA PRO PLAN SENIOR/PUPPY DOG FOOD.
35 45 POUND BAGS. COMPLETE AND BALANCED SENIOR/PUPPY DOG FOOD.

0005	32525-000665	BG	6.0000
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DOG FOOD, PURINA PRO-PLAN - ADULT FORMULA, PACKAGED IN 50 LB. BAGS.
SUBSTITUTE ACCEPTABLE
OPTIONAL DISCOUNT OFF OF LIST/CATALOG:
DRY DOG FOOD (BRAND NOT SPECIFIED): CRUDE PROTEIN RANGE 24-32%, CRUDE
FAT RANGE 14-20%, KCALS PER CUP RANGE 320-450. INGREDIENTS SHOULD
INCLUDE WHOLE MEAT OR MEAT MEAL, NOT MEAT BYPRODUCTS. GRAINS SHOULD
ORIGINATE FROM HIGHLY DIGESTIBLE SOURCES SUCH AS RICE, OATMEAL AND
BEET PULP. DISCOUNT OFF ANY BAG SIZE (SHIPPING COST INCLUDED).
DO NOT RESUBMIT THE BRANDS LISTED FOR ITEMS 1-3.

THE VENDOR SHOULD BE ABLE TO PROVIDE A RANGE OF DOG FOODS FOR ANIMALS
IN VARIOUS STAGES OF LIFE; ADULT REGULAR, PUPPY FOR YOUNG DOGS,
SENSITIVE DIET FOR DOGS WITH SPECIAL NEEDS AND SENIOR FOR AGING DOGS.
THESE FOODS SHOULD BE AT THE SAME PRICE AS THE REGULAR DOG FOODS.

END OF ITEM LIST

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE