STATE OF MARYLAND

BLANKET PURCHASE ORDER

BPO NO: 001B9400269 PRINT DATE: 11/29/18 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:
CALVIN GLADDEN
(410) 767-4281
CALVIN.GLADDEN@MARYLAND.GOV

ITB: 001IT820957 EXPR DATE: 11/30/21
POST DATE: 11/28/18 DISCOUNT TERMS: NET 30 DAY

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

THIS CONTRACT IS FOR THREE (3) YEARS WITH TWO (2) ADDITIONAL ONE (1) YEAR OPTIONS. TERM: EFFECTIVE 12/1/2018. EXPIRES 11/30/2021.

THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT FOR TWO (2) ONE (1) YEAR RENEWAL OPTIONS AT THE SAME TERMS AND CONDITIONS

CONTRACTS WILL 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 NOTICE.

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.

ORDERS FROM AGENCIES MAY BE PLACED WITH THE VENDOR WHO HAS THE LOWEST WRITTEN QUOTED PRICE, WITH CONSIDERATION GIVEN TO DELIVERY REQUIREMENTS, AT THE TIME OF THE AGENCY PROCUREMENT REQUEST.

NOTE: ITEM 4 IS 6% OFF MSRP (BRAND NOT SPECIFIED)

*** CONTINUED, NEXT PAGE ***
USAGE REPORT:

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 PROCUREMENT OFFICER, CALVIN E. GLADDEN II, CALVIN.GLADDEN@MARYLAND.GOV.

ELECTRONIC TRANSACTION FEE:
A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE 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 CREDITS. THE ELECTRONIC TRANSACTION 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 CONTRACT'S UNIT PRICES.

THE ELECTRONIC TRANSACTION 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 BE EMAILED TO, CALVIN GLADDEN AT CALVIN.GLADDEN@MARYLAND.GOV, AND TO EBONY SALAKO AT AWAWU.SALAKO@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 ESTIMATED ANNUAL

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**TERMS (cont’d):**

Value, whichever is higher.

**SPECIFICATIONS**

1. **BLUE BUFFALO, ADULT, LIFE PROTECTION FORMULA, CHICKEN & BROWN RICE:** Crude protein 24%, crude fat 14%, 377 KCALs per cup; 30 lb. bag. (Shipping cost included)

2. **PRO PLAN ADULT SPORT BRAND:** Crude protein 30%, crude fat 20%, 475 KCALs per cup; 37.5 lb. bag. (Shipping cost included)

3. **SOUTHERN STATES COMPLETE SPORT:** Crude protein 24%, crude fat 20%, 432 KCALs per cup; 40 lb. bag. (Shipping cost included)

4. **OPTIONAL ITEM:** 6% discount off 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. Grain should originate from highly digestible sources such as rice, oatmeal, and beet pulp. Discount off any bags size (shipping cost included).

The Department of General Services' "Terms and Conditions for Commodity Contracts over $50,000" and all specifications, terms and conditions of solicitation #001IT820957 / MDDGS31040851 incorporated herein by reference.

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**DOG FOOD BLUE BUFFALO**

Dog food **BLUE BUFFALO—ADULT FORMULA** packed in 30 lb. bags. Substitute acceptable.

Dog food:

**BLUE BUFFALO, ADULT, LIFE PROTECTION FORMULA, CHICKEN & BROWN RICE:** Crude protein 24%, crude fat 14%, 377 KCALs per cup.
## BLANKET PURCHASE ORDER

**STATE OF MARYLAND**

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**DOG FOOD**

DOG FOOD, PURINA PRO-PLAN-SPORT ADULT FORMULA, PACKAGED IN 40 LB. BAGS. SUBSTITUTE ACCEPTABLE

DOG FOOD:
PRO PLAN ADULT SPORT BRAND: CRUDE PROTEIN 30%, CRUDE FAT 20%, 475 KCALS PER CUP.

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**DOG FOOD**

SOUTHERN STATES COMPLETE SPORT, PACKAGE IN 40 LB. BAGS. SUBSTITUTE ACCEPTABLE

DOG FOOD:
SOUTHERN STATES COMPLETE SPORT BRAND: CRUDE PROTEIN 24%, CRUDE FAT 20%, 432 KCALS PER CUP.

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