**BLANKET PURCHASE ORDER**

**STATE OF MARYLAND**

**BPO NO:** 001B0600251  **PRINT DATE:** 02/26/20  **PAGE:** 01

**SHIP TO:**

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:**

PREMIER BIOTECH INC
723 KARSTON AVE SE
MINNEAPOLIS, MN 55414
(888) 686-9909

**REFER QUESTIONS TO:**

ALLEGRA DAYE
(410) 767-4032
ALLEGRA.DAYE@MARYLAND.GOV

**ITB:**

EXPR DATE: 07/31/20
POST DATE: 01/31/20

**DISCOUNT TERMS:** .00  **NET 30 DAY**

**CONTRACT AMOUNT:**

**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.

**REFERENCE:** MMCAP INFUSE - MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY. MASTER CONTRACT# MMS14028

**CONTRACT START DATE:** DATE OF AWARD

**CONTRACT EXPIRATION DATE:** JULY 31, 2020

**CONTRACT RENEWAL OPTIONS:** FINAL OPTION

**THIS CONTRACT IS BASED ON AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (IPCA), THE RENEWAL OPTION(S) WILL BE BASED ON THE TERMS OF THE MASTER AGREEMENT AND THE PERFORMANCE OF THE VENDOR AND USAGE OF THE CONTRACT.**

*** CONTINUED, NEXT PAGE ***
THIS IS AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA) IN ACCORDANCE WITH MMCAP CONTRACT NUMBER MMS18000. BASED ON THIS CONTRACT, THE VENDOR WILL PROVIDE MEDICAL SUPPLY DISTRIBUTION SERVICES FOR THE STATE OF MARYLAND AND ITS USING AGENCIES.

MARYLAND LAW PREVAILS:
THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

PRIOR TO PLACING ORDERS AGAINST THIS CONTRACT, STATE DEPARTMENTS AND GOVERNMENTAL AGENCIES MUST COMPLETE A MEMBERSHIP APPLICATION THROUGH MMCAP.

MMCAP REPRESENTATIVE: JEFF SCHIMBENO
SENIOR ACCOUNT EXECUTIVE, EASTERN REGION
ADDRESS: 50 SHERBURNE AVENUE, SUITE 112
ST. PAUL, MN 55155
E-MAIL: JEFF.SCHIMBENO@STATE.MN.US
PHONE: 732.757.5470
WEBSITE: INFUSE-MN.GOV

VENDOR: PREMIER BIOTECH, INC.
PRIMARY CONTACT: SAM WILCZYK
OFFICE: 1-612-300-3134
CONTACT EMAIL: SWILCZYK@PREMIERBIOTECH.COM

CONTRACT REQUIREMENTS:
QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

ANY ORDER PLACED BY A PARTICIPATING ENTITY FOR A PRODUCT AND/OR SERVICE AVAILABLE UNDER THE MASTER AGREEMENT SHALL BE DEEMED TO BE A SALE UNDER (AND GOVERNED BY THE PRICES AND OTHER TERMS AND CONDITIONS) OF THE MASTER AGREEMENT UNLESS THE PARTIES TO THE ORDER AGREE, IN WRITING, THAT ANOTHER CONTRACT OR AGREEMENT APPLY TO SUCH ORDER.

CONTRACT ADMINISTRATION FEE:
A. CONTRACTOR SHALL PAY A CONTRACT ADMINISTRATION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE CONTRACT ADMINISTRATION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE CONTRACT ADMINISTRATION 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.

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STATE OF MARYLAND

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

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TERMS (cont’d):

THE CONTRACT ADMINISTRATION FEE SHALL BE SUBMITTED TO THE DEPARTMENT
OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET,
ROOM 1309, BALTIMORE, MD 21201, FORTY (45) DAYS ALONG WITH A MONTHLY
USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE
MONTHLY USAGE REPORT SHALL BE EMAILED TO
DGS.STATEWIDECONTRACTUSAGEREPORT@MARYLAND.GOV.

B. FAILURE TO REMIT TRANSACTION FEE IN A TIMELY MANNER OR REMITTANCE
OF FEES INCONSISTANT 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 MORE ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED
ANNUAL VALUE, WHICHER IS HIGHER.

C. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING
THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) CONTRACT
ADMINISTRATION FEE.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:
THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.
PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-110
OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN
(6)(A) 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.
   (A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC
       INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS
       MATERIALS UNDER THIS CONTRACT.
   (B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION

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TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING
POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT
TO ANY STATUTORY OR CHARTER PROVISION.
(7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER
STATE.

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 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 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.

CONTRACT RESTRICTIONS: VENDOR MAY NOT PROVIDE ANY
PRODUCTS THAT ARE ALREADY BEING SUPPLIED UNDER A
CURRENT BLANKET CONTRACT WITH THE DEPARTMENT OF GENERAL
SERVICES. ONCE THOSE CONTRACTS EXPIRE, INCLUDING ANY RENEWAL OPTIONS,
MCKESSON MEDICAL SURGICAL MINNESOTA SUPPLY, INC., MAY THEN SUPPLY
THESE PRODUCTS AT THE DISCOUNTED PRICES AS INDICATED UNDER THIS
AGREEMENT.

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MEDICAL SUPPLIES

DRUG AND ALCOHOL TESTING SUPPLIES

DISCOUNTS MAY RANGE FROM 5% - 20% OFF OF RETAIL PRICE.

AGencies will need to reach out to the Premier Biotech Representative
for exact costs
### BLANKET PURCHASE ORDER

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MEDICAL AND HOSPITAL SERVICES (INCLUDING BLOOD TESTING)

DRUG AND ALCOHOL TESTING SERVICES

DISCOUNTS MAY RANGE FROM 5% - 20% OFF RETAIL PRICE.

AGENCIES WILL NEED TO REACH OUT TO THE PREMIER BIOTECH REPRESENTATIVE FOR EXACT COSTS.

_______________________________ END OF ITEM LIST _______________________________

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