

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** 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 KARSOTA AVE SE

MINNEAPOLIS, MN
(888)686-9909

55414

REFER QUESTIONS TO:

ALLEGRA DAYE
(410)767-4032
ALLEGRA.DAYE1@MARYLAND.GOV

ITB:

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

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.

*
ICPA CONTRACT
DRUG AND ALCOHOL TESTING PRODUCTS AND SERVICES
FOR THE
MARYLAND DEPARTMENT OF HEALTH
AND
OTHER MARYLAND AGENCIES AS IDENTIFIED HEREIN
*

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.

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TERMS (cont'd):

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 APPLIES 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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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, WHICHEVER 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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TERMS (cont'd):

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.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
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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

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
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0002	96154	EA			
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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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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE