

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B3600150

PRINT DATE: 11/03/23

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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:	EXPR DATE: 05/31/24 POST DATE: 09/30/22	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.

MODIFICATION #1: UPDATED PRICE ON LINE #2 FOR THIS CONTRACT 001B360015
001B3600150.

THIS IS THE FINAL RENEWAL OPTION.

M*****
STATEWIDE CONTRACT
FOR
DOG FOOD

MODIFICATION#2 PRICE CHANGED ON LINE#1 AND 2. ASLO THE CONTRACT
EXTENDED BY ADDITIONAL SIX MONTHS AND THE NEW EXPIRATION DATE IS
05/31/2024

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THIS IS THE FINAL RENEWAL OPTION.
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OPTION FINAL TERM: DECEMBER 01, 2022 THROUGH NOVEMBER 30, 2023, WITH
THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS AND PRICE.

THERE ARE NO REMAINING RENEWAL OPTION LEFT UNDER ORIGINAL
CONTRACT

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TERMS (cont'd):

VENDOR: BAFS INC THE MILL OF BEL AIR

CONTACT: CASSIE NILSSON

PHONE#: 410.452.8177 / FAX: 410.452.5512

EMAIL: CHOLLOWAY@THEMILLOFBELAIR.COM

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)

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.

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

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. REPORT SHALL BE EMAILED TO THE PROCUREMENT OFFICER, CALVIN E. GLADDEN II, CALVIN.GLADDEN@MARYLAND.GOV.

ELECTRONIC TRANSACTION FEE:

A.

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TERMS (cont'd):

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 : 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 ESTIMATED ANNUAL 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 KCAL 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

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TERMS (cont'd):

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.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0001	32525-000666	EA	61.5400	
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.				
0002	32525-000667	BG	63.0500	
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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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	_____	_____
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0003	32525-000667	BG	24.9900		
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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.

0004	32525-000667	BG			
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DOG FOOD

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

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE