

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5400341

PRINT DATE: 10/07/16

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: GOOD SOURCE SOLUTIONS INC 3115 MELROSE DR STE 160 CARLSBAD, CA 92010 (800)735-4319	REFER QUESTIONS TO: ALLEGRA DAYE (410)767-4032 ALLEGRA.DAYE1@MARYLAND.GOV	
ITB:	EXPR DATE: 01/31/17 POST DATE: 02/04/15	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.

AMENDMENT #5: CONTRACT EXTENDED UNTIL JANUARY 31, 2017

AMENDMENT NO. 4 CONTRACT EXTENDED UNTIL OCTOBER 31, 2016.

AMENDMENT NO. 3 CONTRACT EXTENDED UNTIL AUGUST 1, 2016.

AMENDMENT NO. 2 THIS AMENDMENT IS TO ADD A 3% PRICE INCREASE ON LINES 001 - 009., EFFECTIVE 4/21/16

AMENDMENT NO. 1 THIS AMENDMENT IS TO ADD LINES 0028 - 0050 WHICH INCLUDES KOSHER PRODUCTS FOR PASSOVER ONLY, EFFECTIVE 2/12/16

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TERMS (cont'd):

STATEWIDE CONTRACT FOR VEGETARIAN FOODS

CONTRACT PERIOD: APRIL 19, 2015 THRU APRIL 30, 2016

VENDOR CONTACT: GIL HINES

VENDOR TELEPHONE NUMBER: 800-735-4319

THIS IS THE FINAL RENEWAL OPTION FOR THIS CONTRACT FOR AN ADDITIONAL ONE (1) YEAR PERIOD AT THE SAME TERMS AND CONDITIONS.

THIS CONTRACT IS A FIXED PRICE CONTRACT WITH ADJUSTMENT. PRICE ADJUSTMENTS WILL BE ALLOWED PER THE TERMS BELOW UNDER "PRICE ESCALATION/DE-ESCALATION."

DELIVERY:

DELIVERY MUST BE COMPLETED WITHIN FIFTEEN (15) WORKING DAYS AFTER RECEIPT OF ORDER FROM USING AUTHORITY.

QUOTED PRICES ARE TO BE NET 30 DAYS F.O.B. TO ANY POINT WITHIN THE STATE OF MARYLAND, AND INCLUDE FREIGHT/SHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

MINIMUM ORDER ACCEPTABLE FOR CONTRACT PRICING IS \$200.00; AMOUNTS LESS WILL BE SHIPPED WITH FREIGHT CHARGES NOT TO EXCEED \$40.00 OR ACTUAL SHIPPING COSTS, WHICHEVER IS LESS, PREPAID AND ADDED TO THE INVOICE AS A SEPARATE LINE ITEM. NO ORDER ABOVE \$100.00 MAY BE REFUSED BY THE AWARDED VENDOR FROM ANY STATE OF MARYLAND FACILITY. VENDOR WILL NOT BE REQUIRED TO DELIVER MORE FREQUENTLY THAN TWO (2) TIMES PER MONTH ORDERS EXCEEDING \$200.00, OR MORE FREQUENTLY THAN ONE (1) TIME PER MONTH ORDERS OF LESS THAN \$200.00.

IF AWARDED VENDOR HOLDS OTHER STATE OF MARYLAND CONTRACTS FOR FROZEN PRODUCTS, FACILITIES MAY COMBINE ORDERS FROM MULTIPLE CONTRACTS TO MEET THE MINIMUM PURCHASE FOR SHIPPING AND/OR CONTRACT PRICING.

STATE FACILITIES MUST MAKE EVERY EFFORT TO COMPLY WITH VENDOR'S NORMAL DELIVERY SCHEDULE AND MEET MINIMUM ORDER REQUIREMENTS WHEN POSSIBLE.

PROCESSING FEE:

1. CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE

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TERMS (cont'd):

CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING 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.

2. THE PROCESSING 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 ALSO BE EMAILED TO THE PROCUREMENT OFFICER.

3. FAILURE TO REMIT PROCESSING 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.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	38547-230020	CS	37.7200		

MEATLESS CHICKEN; PRE-COOKED, VEGETABLE PROTEIN PRODUCT. COMPLETELY MEATLESS.

MEATLESS CHICKEN ROLL, PRECOOKED, VEGETABLE PROTEIN PRODUCT. COMPLETELY MEATLESS.

MON CUISINE #05-HSTC

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0002	38547-230021	CS	32.0800
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MEATLESS CHIK'N NUGGETS PRECOOKED AND FROZEN. BULK PACK APPROX. 220 NUGGETS PER CASE. PACKED 10 LBS. PER CASE.

MEATLESS CHIK'N NUGGETS, PRECOOKED AND FROZEN, 4 NUGGETS, 86 GRAMS SERVING SIZE, 13 GRAMS PROTEIN PER SERVING, 10 LBS PER CSE.

MON CUISINE #05-VN

0003	38547-270065	CS	28.0000
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CRISPY PATTY, COMPLETELY MEATLESS, PRE-COOKED, FROZEN, 8 GRAMS PROTEIN PER PATTY, 71 GRAM WEIGHT. 48 PER CASE.

CRISPY PATTY, COMPLETELY MEATLESS, PRECOOKED, FROZEN. 48/2.5 OZ.

MON CUISINE #05-VCPRM

0004	38547-450000	LB	39.5500
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GRILLERS; FROZEN VEGETABLE PROTEIN PATTIES, PRE-COOKED, COMPLETELY MEATLESS, 13 GR. PROTEIN MIN. PER PATTIE.

GRILLERS, FROZEN VEGETABLE PROTEIN PATTIES, PRECOOKED, COMPLETELY MEATLESS, 64 GRAM SERVING SIZE, 15 GRAMS PROTEIN MINIMUM PER PATTIE.

MON CUISINE

0005	38547-160070	CS	41.3100
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BOLONO ROLL, MEATLESS TVP, PRE-COOKED, 7G. PROTEIN MIN./SERVING.

BOLOGNA ROLL, MEATLESS, PRECOOKED, 7 GRAMS PROTEIN MINIMUM 2 OZ SERVING.

MON CUISINE #05-HSBC

0006	38547-170045	CS	33.6800
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BREAKFAST LINKS; PRE-COOKED, COMPLETELY MEATLESS, FROZEN, 8 GR. PROTEIN MIN. PER SERVING (2 LINKS).

BREAKFAST LINKS, PRECOOKED, COMPLETELY MEATLESS, FROZEN, 2 LINKS, 45 GRAMS SERVING SIZE, 8 GRAMS PROTEIN MINIMUM PER SERVING. 168 LINKS/CS

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MON CUISINE #05-VBS

0007	38547-300020	CS	35.5800
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DELI FRANKS; PRE-COOKED, COMPLETELY MEATLESS, FROZEN, APPROX 80 LINKS PER CASE. MIN. 45 GRAMS PER LINK
VEGGIE DOGS LINK, DELI FRANKS, PRECOOKED, FROZEN, 1 LINK, 57 GRAMS SERVING SIZE, 11 GRAMS PROTEIN PER SERVING. PACKED 80 LINKS PER CASE.

MON CUISINE #05-VF

0008	38547-505050	CS	36.8200
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OKARA PATTIES: FROZEN, PRE-COOKED, COMPLETELY MEATLESS, 11 GR. PROTEI MIN. PER PATTIE.

OKRA PATTIES, FROZEN, PRECOOKED, COMPLETELY MEATLESS, 13 GRAM PROTEIN MINIMUM PER PATTY.

MON CUISINE #05VOP

0009	38547-580071	CS	42.2600
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EGG ROLL, 6 GRAMS PROTEIN PER EGG ROLL

EGG ROLL, VEGETARIAN, FROZEN, 6 GRAMS PROTEIN, 1 EGG ROLL SERVING SIZE.

MON CUISINE #05-NERL

0010	39368	EA	92.9000
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PEANUT BUTTER

PEANUT BUTTER SQUWWZERS, 1 CONDIMENT SIZE PACK OF SMOOTH PEANUT BUTTER WEIGHING A MINIMUM OF 1.2 OZ. 400/PER CASE

0011	39359	EA	70.2000
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JAMS, JELLIES, AND PRESERVES

PEANUT BUTTER AND GRAPE SQUEEZERS, 2 CONDIMENT SIZE ATTACHED SQUEEZE

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PACKS OF (1) PEANUT BUTTER AND (1) GRAPE JELLY FOR A MINIMUM OF 2
OX., 200/PER CASE

0012	37515	EA	23.5000
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BREAD, ROLLS, ETC.

INDIVIDUAL WRAPPED MUFFIN, BLUEBERRY, WHOLE WHEAT, EACH MUFFIN MUST
WEIGH 2 OZ. AND ONLY 1 MUFFIN PER PACKAGE 72/PER CASE

0013	37515	EA	33.2700
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INDIVIDUAL WRAPPED MUFFIN, BLUEBERRY, WHOLE GRAIN, EACH MUFFIN MUST
WEIGH 2 OZ. AND ONLY 1 MUFFIN PER PACKAGE, 96/PER CASE

0014	37515	EA	33.2700
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INDIVIDUAL WRAPPED MUFFIN, ORANGE, WHOLE GRAIN, EACH MUFFIN MUST WEIG
2 OZ. AND ONLY 1 MUFFIN PER PACKAGE, 96/PER CASE

0015	37515	EA	33.2700
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INDIVIDUAL WRAPPED MUFFIN, APPLE, WHOLE GRAIN, EACH MUFFIN MUST WEIGH
2 OZ. AND ONLY 1 MUFFIN PER PACKAGE, 96/PER CASE

0016	37515	EA	33.2700
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INDIVIDUAL WRAPPED MUFFIN, CHOCOLATE CHIP, WHOLE GRAIN, EACH MUFFIN
MUST WEIGH 2 OZ. AND ONLY 1 MUFFIN PER PACKAGE, 96/PER CASE

0017	37515	EA	33.2700
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INDIVIDUAL WRAPPED MUFFIN, BANANA, WHOLE GRAIN, EACH MUFFIN
MUST WEIGH 1.8 OZ. AND ONLY 1 MUFFIN PER PACKAGE, 72/PER CASE

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0018	37515	EA	22.8600
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INDIVIDUAL WRAPPED MUFFIN, GOURMET CHOCOLATE CHIP, EACH MUFFIN
MUST WEIGH 1.8 OZ. AND ONLY 1 MUFFIN PER PACKAGE, 72/PER CASE

0019	37515	EA	22.8600
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INDIVIDUAL WRAPPED MUFFIN, GOURMET BANANA, EACH MUFFIN MUST
WEIGH 1.8 OZ. AND ONLY 1 MUFFIN PER PACKAGE, 72/PER CASE

0020	37515	EA	28.6400
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INDIVIDUAL WRAPPED MUFFIN, SMART CHOICE BLUEBERRY, EACH MUFFIN
MUST WEIGH 3.6 OZ. AND ONLY 1 MUFFIN PER PACKAGE, 48/PER CASE

0021	37515	EA	28.6400
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INDIVIDUAL WRAPPED MUFFIN, SMART CHOICE APPLE, EACH MUFFIN
MUST WEIGH 3.6 OZ. AND ONLY 1 MUFFIN PER PACKAGE, 48/PER CASE

0022	37515	EA	28.6400
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INDIVIDUAL WRAPPED MUFFIN, SMART CHOICE BANANA, EACH MUFFIN
MUST WEIGH 3.6 OZ. AND ONLY 1 MUFFIN PER PACKAGE, 48/PER CASE

0023	39338-H02398	CS	80.0000
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INDIVIDUAL DRINK MIX, PORTION CONTROL, SUGAR FREE, KOSHER AND VEGAN,
FRUIT PUNCH, 2000 PACKS PER CASE

0024	39338-H02398	CS	80.0000
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INDIVIDUAL DRINK MIX, PORTION CONTROL, SUGAR FREE, KOSHER AND VEGAN,

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ORANGE, 2000 PACKS PER CASE

0025	39338-H02398	CS	80.0000
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INDIVIDUAL DRINK MIX, PORTION CONTROL, SUGAR FREE, KOSHER AND VEGAN,
GRAPE, 2000 PACKS PER CASE

0026	39338-H02398	CS	80.0000
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INDIVIDUAL DRINK MIX, PORTION CONTROL, SUGAR FREE, KOSHER AND VEGAN,
LEMON LIME, 2000 PACKS PER CASE

0027	39338-H02398	CS	80.0000
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INDIVIDUAL DRINK MIX, PORTION CONTROL, SUGAR FREE, KOSHER AND VEGAN,
ICED TEA, 2000 PACKS PER CASE

0028	39348-200331	CS	32.3400
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FILET OF SOLE W/POT & CARROTT, 6/13OZ, KOSHER

PSVR P-MMFSG

0029	39374-671007	CS	109.9200
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PSVR WHITE TUNA, 48/3 OZ, KOSHER

0030	39374-671007	CS	93.2000
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PSVR CHUNK LIGHT TUNA 6.66.5 OZ 16/CS 008750-1

0031	39381-630358	CS	16.4600
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PSVR SUGAR, PC, 2000 CT, KOSHER

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0033	37530-000004	PK	26.1600	
PSVR INDIVIDUAL MARBLE CAKE. 24 CT., KOSHER				
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0034	37530-000005	PK	26.1600	
PSVR DOUBLE CHOCOLATE CAKE, 24 CT, KOSHER				
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0035	39335-000005	CS	44.1600	
CEREAL, PSVR COCOA RINGS, 12/5.5 OZ, KOSHER				
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0036	39335-000004	CS	44.1600	
CEREAL, PSVR HONEY RINGS 12/5.5 OZ, KOSHER				
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0037	39343-744008	CS	52.8800	
MATZOH 30-1LB, KOSHER				
<hr/>				
0038	39335-000003	CS	44.1600	
CEREAL, PSVR FRUIT RINGS 12/5.5 OZ, KOSHER				
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0039	39007-0028XX	CS	134.4000	
AMERICAN PROCESSED SLICED CHEESE, 8/3 LB, KOSHER				
P201				
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0040	39056-006007	CS	26.3500	
MARGARINE CUPS, PSVR, 600 CT, KOSHER				
0041	37530-000009	PK	26.1600	
PSVR CARROT CAKE, 24 CT, KOSHER				
0042	37530-000010	PK	26.1600	
PSVR CHOCOLATE CAKE, 24 CT, KOSHER				
0043	39360-101064	CS	49.8000	
GRAPE JUICE, 8/64 OZ, KOSHER				
0044	39348-100304	CS	23.5000	
PSVR ITALIAN DRESSING PC 200 CT, KOSHER				
0045	39348-100305	CS	23.5000	
PSVR FRENCH DRESSING, PC 200 CT, KOSHER				
0046	39360-101604	CS	19.9000	
JELLY, STRAWBERRY PC, 120 CT, KOSHER				

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0047	39348-0303XX	CS	135.0000	
PSVR SANKA COFFEE, 1000 CT, KOSHER				
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0048	39348-480409	CS	42.0000	
HORSERADISH PURE, 1 QT. BOTTLE - 12 BTL/CASE				
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0049	39374-31245X	CT	104.5000	
SARDINES PSVR, 50/4.375 OZ, 24 CT, KOSHER				
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0050	39374-31245X	CT	52.2500	
SARDINES PSVR, 25/4.375 OZ				
<hr/>				
END OF ITEM LIST				

PRICE ESCALATION/DE-ESCALATION:

NO PRICE INCREASES OR DECREASES WILL BE AUTHORIZED FOR SIX (6) MONTHS AFTER THE EFFECTIVE DATE OF THE CONTRACT. UPON WRITTEN REQUEST TO THE PROCUREMENT OFFICER, PRICE ESCALATIONS WILL BE CONSIDERED ONLY AT THE END OF THIS PERIOD AND AFTER EACH SIX (6) MONTH INTERVAL THEREAFTER AND ONLY WHERE VERIFIED TO THE SATISFACTION OF THE PROCUREMENT OFFICER. HOWEVER, "ACROSS THE BOARD" PRICE DECREASES ARE SUBJECT TO IMPLEMENTATION AT ANY TIME AND SHALL BE IMMEDIATELY CONVEYED TO THE PROCUREMENT OFFICER.

THE REQUEST MUST BE RECEIVED AT LEAST THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE AND SHALL BECOME EFFECTIVE ON THE FIRST (1ST) DAY OF THE MONTH, UPON APPROVAL BY THE PROCUREMENT OFFICER.

THE PRICE INCREASE ON ALL SOY PRODUCTS WILL BE BASED ON THE U. S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS (BLS) PRODUCER PRICE INDEX (PPI) FOR SOYBEANS, WPU01830131, NOT SEASONALLY ADJUSTED FOUND AT WWW.BLS.GOV/PPI/. PRICE INCREASES ON ALL OTHER PRODUCTS WILL BE BASED ON THE PPI FOR FROZEN SPECIALTY FOODS, WPU0285, NOT SEASONALLY

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TERMS (cont'd):

ADJUSTED. THE INCREASE WILL BE BASED ON THE MOST RECENT SIX-MONTH STATISTICS AVAILABLE ON THE BLS WEBSITE AT THE TIME OF THE REQUEST, BUT SHALL NOT EXCEED THREE PERCENT (3%) FOR EACH SIX (6) MONTH PERIOD.

THE PURCHASING OFFICE WILL NOTIFY THE CONTRACTOR IN WRITING OF THE EFFECTIVE DATE OF ANY INCREASE WHICH IT APPROVES. HOWEVER, THE CONTRACTOR SHALL FILL ALL PURCHASE ORDERS RECEIVED PRIOR TO THE EFFECTIVE DATE OF THE PRICE ADJUSTMENT AT THE OLD CONTRACT PRICES.

GENERAL CONDITIONS:

QUANTITIES SHOWN ARE FOR A ONE (1) YEAR PERIOD AND ARE APPROXIMATE. THEY ARE NOT TO BE CONSTRUED AS MINIMUM OR MAXIMUM. THIS CONTRACT DOES NOT OBLIGATE THE STATE TO PURCHASE ANY MINIMUM QUANTITY OR DOLLAR VALUE DURING THE CONTRACT PERIOD.

THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION. THE CONTRACTOR WILL BE PAID FOR ALL ITEMS AND QUANTITIES ORDERED OR DELIVERED UNDER THE CONTRACT AT THE CONTRACT PRICE, REGARDLESS OF ITEMS OR QUANTITIES PREVIOUSLY ORDERED OR DELIVERED.

GOODS ARE TO BE FIRST QUALITY MERCHANDISE; NO SECONDS OR IRREGULARS WILL BE ACCEPTED.

SUBSTITUTION MAY NOT BE MADE WITHOUT PRIOR CONSENT OF THE ORDERING AGENCY.

INVOICES ARE TO BE SUBMITTED DIRECTLY TO THE ORDERING AGENCY REFLECTING THE BLANKET PO NUMBER, THE AGENCY PO NUMBER, QUANTITY, ITEM UNIT PRICE, EXTENDED PRICE AND INVOICE TOTAL.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000 OR LESS.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR

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VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST 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 FOLLOWING ADDRESS:

CATHERINE.SEILER@MARYLAND.GOV

DURATION: CONTRACTS SHALL 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 WRITTEN NOTICE TO THE CONTRACTOR.

THE MARYLAND DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" ARE INCORPORATED HEREIN BY REFERENCE.

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE