

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5400342

PRINT DATE: 10/31/15

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS	
VENDOR ID: MJB SALES AND MARKETING LLC PO BOX 566 LUMBERTON, NJ 08048 (609)234-5466	REFER QUESTIONS TO: ALLEGRA DAYE (410)767-4032 ALLEGRA.DAYE1@MARYLAND.GOV
ITB:	EXPR DATE: 04/30/16 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.

STATEWIDE CONTRACT FOR VEGETARIAN FOODS

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

VENDOR CONTACT: MIKE BOGGS
VENDOR TELEPHONE NUMBER:609-234-5466

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

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TERMS (cont'd):

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 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 CONTRACTS 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 AND THE EMM ACCOUNTANT, AWAWU SALAKO, AT AWAWU.SALAKO@MARYLAND.GOV

3.

FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENT 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, WHICH EVER IS HIGHER.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0001	38547-000050	CS	27.1700	
BURGER, BLACK BEAN				
SPICY BLACK BEAN BURGER, 1 PATTIE, 93 GRAMS SERVING SIZE, 13 GRAMS PROTEIN. MULTY GRAIN				
<hr/>				
0002	38547-000004	CS	29.3400	
CHICKEN WHEAT, MEATLESS, TEXTURIZED WHEAT PROTEIN, 22 GRAM PROTEIN MINIMUM, 4 OZ SERVINGS				
CHICKEN WHEAT, MEATLESS, TEXTURIZED WHEAT PROTEIN, 22 GRAM PROTEIN MINIMUM, 4 OZ SERVING SIZE. MULTY GRAIN				
<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 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

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TERMS (cont'd):

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 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

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TERMS (cont'd):

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" INCORPORATED HEREIN BY REFERENCE.

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE