

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

BPO NO: 001B6400233

PRINT DATE: 11/10/16

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<b>SHIP TO:</b>  AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> AVENUE GOURMET 1601 KNECHT AVENUE  HALETHORPE, MD 21227 (410 )902-5701	<b>REFER QUESTIONS TO:</b>  LISA FORTUNE MCDONALD (410 )767-4084 LISA.MCDONALD@MARYLAND.GOV	
<b>ITB:</b> 001IT819991	<b>EXPR DATE:</b> 10/31/17 <b>POST DATE:</b> 10/30/15	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> .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.

SOLICITATION NUMBER: 001IT819991/MDDGS31022773

STATEWIDE MULTIPLE AWARD CONTRACT FOR  
COOKIES AND CRACKERS

CONTRACT PERIOD: NOVEMBER 1, 2015 THRU OCTOBER 31,2017 (2) YEARS

THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT FOR AN ADDITIONAL ONE (1) YEAR PERIOD WITH THE SAME TERMS, CONDITIONS AND PRICING

PURPOSE OF THIS CONTRACT:

TO FURNISH THE STATE OF MARYLAND AGENCIES WITH THEIR REQUIREMENTS FOR COOKIES, CRACKERS, AND VARIOUS SNACK PRODUCTS, AND ESTABLISH AND AWARD MULTIPLE CONTRACTS FOR THE PROCUREMENT.

DURATIONS: 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.

EACH VENDOR SUBMITTING A VALID MANUFACTURER'S DISCOUNTED PRICE LIST WILL BE AWARDED A CONTRACT.

PRICES QUOTED MUST BE VALID FOR NINETY (90) DAYS AFTER BID OPENING UNLESS OTHERWISE PROVIDED IN THE STATE SOLICITATION DOCUMENTS.

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### TERMS (cont'd):

ALL ITEMS ARE TO BE QUOTED F.O.B. DESTINATION AND INCLUDE ALL SHIPPING, HANDLING AND ADMINISTRATIVE CHARGES.

CONTRACTOR WILL BE RESPONSIBLE FOR ALL TRANSPORTATION, SHIPPING AND INSIDE DELIVERY CHARGES. DELIVERIES SHALL BE MADE AS REQUIRED BY THE USING AGENCY, BUT NOT MORE THAN THIRTY (30) DAYS AFTER RECEIPT OF ORDER. ALL ORDERS WILL BE SHIPPED AND BILLED DIRECT TO EACH USING AGENCY.

PROCESSING FEE: CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE OF MARYLAND 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 RETURN 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.

THE ELECTRONIC 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 BE EMAILED TO THE PROGRAM MANAGER, AND TO AWAWU SALAKO AT AWAWU.SALAKO@MARYLAND.GOV.

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.

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

### QUALIFICATIONS OF BIDDERS:

PRIOR TO SUBMITTING A BID FOR THE WORK COVERED BY THE SPECIFICATIONS, THE BIDDER SHALL NOT HAVE LESS THAN THREE (3) YEARS EXPERIENCE PROVIDING PRODUCTS THAT ARE EQUAL OR COMPARABLE TO THE SCOPE AND MAGNITUDE REQUIRED BY THE SPECIFICATIONS. SPECIFICALLY, THE VENDOR MUST HAVE SATISFACTORILY CONCURRENTLY DISTRIBUTING THE VOLUME OF PRODUCTS COVERED BY THIS SOLICITATION.

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### TERMS (cont'd):

IN ORDER TO EXPEDITE THE AWARD PROCESS, IT IS VERY IMPORTANT FOR YOU TO INCLUDE THE REFERENCES AS DETAILED. WITH EACH REFERENCE, LIST DETAILS OF VOLUME OF SALES OF EACH LOCATION, A CONTACT PERSON, CURRENT WORKING TELEPHONE NUMBER, TIME PERIOD OF CONTRACT AND DOLLAR AMOUNT OF CONTRACT. REFERENCES ARE REQUESTED TO BE SUBMITTED AS AN ATTACHMENT WITH YOUR BID ON EMM. FAILURE TO PROMPTLY PROVIDE THIS INFORMATION LEADS OF A DETERMINATION OF RESPONSIBILITY IS GROUNDS FOR REJECTION OF THE BID.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000.00 OR LESS.

THIS QUOTATION IS SUBMITTED WITH THE UNDERSTANDING THAT THE VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, THE STATE SUBMISSION AND THE INSTRUCTIONS PROVIDED HEREIN.

ALL BID RESPONSES MUST SUBMITTED THROUGH EMARYLANDMARKETPLACE AT EMARYLANDMARKETPLACE.COM.

BIDS WILL NOT BE ACCEPTED BY EMAIL, FAX OR HAND DELIVERY. ALL AFFADAVITS MUST BE COMPLETED AND ATTACHED TO THE BID ON EMARYLANDMARKETPLACE. FAILURE TO PROVIDE ALL AFFADAVITS MAY CAUSE THE BIDS TO BE CONDSIDERED NONRESPONSIVE.

MULTIPLE OR ALTERNATE BIDS ARE NOT ACCEPTABLE UNLESS OTHERWISE STATED IN THE STATE SOLICITATION DOCUMENTS.

A USAGE REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY (1) MONTH DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT THE VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS 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 TEN(10) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN TERMINATION OF THIS CONTRACT. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

VENDOR IS TO FURNISH A PRICE LIST FOR ALL ITEMS INCLUDED UNDER THIS CONTACT WITH AN EFFECTIVE DATE.

### CONDITIONS:

1. PRICING IS TO BE BASED ON SCHOOL/GOVERNMENT PRICE LISTS SUBMITTED

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**TERMS (cont'd):**

FOR THE SOLICITATION. VENDOR MUST SUBMIT EVIDENCE THAT THE PRICING IS ACCORDING TO THE SCHOOL/GOVERNMENT PRICE LISTS DISCOUNT.

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

VENDOR MUST SUBMIT INVOICE TO INDIVIDUAL USING AGENCIES.

2. QUOTED PRICES ARE TO BE NET 30 DAYS, FOB INSTITUTIONS, ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES. BILLINGS ARE TO BE DIRECT TO EACH USING AGENCY.
3. VENDOR TO SHOW ON PRICE LIST MINIMUM DELIVERY REQUIREMENTS IF ANY.
4. VENDOR TO IDENTIFY ON PRICE LIST ANY PRODUCTS PRODUCED WITH PURE VEGETABLE MARGARINE.
5. VENDOR SHALL IDENTIFY PRODUCTS WHICH ARE CONSIDERED LOW SODIUM, LOW SUGAR AND LOW CHOLESTEROL.
6. THIS CONTRACT DOES NOT OBLIGATE THE AGENCY TO PURCHASE ANY MINIMUM QUANTITY OR DOLLAR VALUE DURING CONTRACT PERIOD.
7. PURCHASES AND QUANTITIES ARE DETERMINED AT INSTITUTION LEVEL TO MEET THEIR INDIVIDUAL REQUIREMENTS AND NO ESTIMATED USAGE IS PART OF THIS CONTRACT.
8. AMPLE NOTICE TO BE GIVEN BY INSTITUTIONS TO ASSURE DELIVERY ON TIME. TEN (10) DAY MINIMUM.
9. BIDDER MUST SPECIFY BRAND, BRAND CODE AND CASE PACK FOR EACH ITEM. FAILURE TO SUPPLY THIS INFORMATION WILL CAUSE YOUR BID TO BE NON-RESPONSIVE. SAMPLES WILL BE SUPPLIED BEFORE CONTRACT AWARD.

SAMPLES ARE TO BE DELIVERED TO:

DEPARTMENT OF GENERAL SERVICES  
PROCUREMENT AND CONTRACTING  
301 W. PRESTON STREET, ROOM M-3  
BALTIMORE, MD 21201  
ATTN: THEA CHIMENTO  
(410) 767-6056

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1601 Knecht Ave.  
 Halethorpe, MD  
 21227  
 Phone: 410-902-  
 5701  
 Fax: 410-902-0600



**PRESENTED BY BETTER AND BEST CORPORATION**

OCTOBER 12 2015

**F/A AVENUE GOURMET**

CONTACT:

PATRICIA LOBEL

STATE OF MARYLAND  
 BID NUMBER:  
 0011T81991 /  
 MDDGSS31022773  
 CONTRACT TITLE:  
 COOKIES, CRACKERS AND SNACK PRODUCTS

PATRICIA.LOBELO@AVENUEGOURMET.COM

SAMPLES	VIN	UPC	CHECK DIGIT	BRAND	DESCRIPTION	CASE PACK	SIZE	UOM	CASE PRICE	UNIT PRICE
X	7400	01803320004	3	180 SNACKS	ALMOND RICEPOP BLUEBERRY	12	1.00	OZ	\$8.50	\$0.71
X	7401	18033201004	2	180 SNACKS	ALMOND RICEPOP CRNBERRY	12	1.00	OZ	\$8.50	\$0.71
	7402	18033201006	6	180 SNACKS	ALMOND RICE POP MANGO	12	1.00	OZ	\$8.50	\$0.71
X	1619	07420367506	8	BAKED IN BROOKLYN	ROASTED CHILE PEPPER SNACK STICKS	12	8.00	OZ	\$20.00	\$1.67
	1620	07420367507	5	BAKED IN BROOKLYN	HONEY MUSTARD SNACK STICKS	12	8.00	OZ	\$20.00	\$1.67
X	1621	07420367503	7	BAKED IN BROOKLYN	SESAME AND WHOLE WHEAT SNACK STICKS	12	8.00	OZ	\$20.00	\$1.67
	1622	07420367504	4	BAKED IN BROOKLYN	WHEAT SNACK STICKS	12	8.00	OZ	\$20.00	\$1.67
	1397	787359-56097	2	BETTER CHIP	JALAPENO WHOLE GRAIN CORN CHIPS	27	1.50	OZ	\$16.75	\$0.62
X	1400	787359-56095	8	BETTER CHIP	SPINACH AND KALE WHOLE GRAIN CORN CHIPS *	27	1.50	OZ	\$16.75	\$0.62
	1401	787359-56099	6	BETTER CHIP	CHIPOTLE WHOLE GRAIN CORN CHIPS*	27	1.50	OZ	\$16.75	\$0.62
	1402	787359-56096	5	BETTER CHIP	BEET WHOLE GRAIN CORN CHIPS*	27	1.50	OZ	\$16.75	\$0.62
X	1378	787359-56098	9	BETTER CHIP	SWEET CORN WHOLE GRAIN CORN CHIPS*	27	1.50	OZ	\$16.75	\$0.62
	3201	70510574980	8	EMMYS	COCONUT VANILLA MACAROONS RAW FOOD	12	2.00	OZ	\$22.00	\$1.83
9/30/2015	3202	70510575000	2	EMMYs	prices subject to change availability on promotions and specials	12	2.00	OZ	\$22.00	\$1.83

	3203	70510575010	1	EMMYS	LEMON GINGER MACAROONS RAW FOOD	12	CS	2.00	OZ	\$22.00	\$1.83
X	2313	02739300790	4	GLENNYS	PEANUTS / PEANUT BUTTR BAR	12	CS	1.10	OZ	\$10.00	\$0.83
X	2315	02739300850	5	GLENNYS	CRAN ALMOND ENERGY BAR	12	CS	1.10	OZ	\$10.00	\$0.83
	2316	02739300860	4	GLENNYS	CASHEW ALMOND ENERGY BAR	12	CS	1.10	OZ	\$10.00	\$0.83
	2317	02739300780	5	GLENNYS	CHERRY ALMOND ENERGY BAR	12	CS	1.10	OZ	\$10.00	\$0.83
	2318	02739300870	3	GLENNYS	FRUIT NUT MIX ENERGY BAR	12	CS	1.10	OZ	\$10.00	\$0.83
X	2801	69153550101	0	NUGO	CHOCOLATE BLAST BAR	15	CS	1.76	OZ	\$16.00	\$1.07
X	2802	69153550301	4	NUGO	PEANUT BUTTER BAR	15	CS	1.76	OZ	\$16.00	\$1.07
	2803	69153550501	8	NUGO	REALLY VANILLA BAR	15	CS	1.76	OZ	\$16.00	\$1.07
	2804	69153550601	5	NUGO	COFFEE BREAK BAR	15	CS	1.76	OZ	\$16.00	\$1.07
	2805	69153550701	2	NUGO	BANANA CHOCOLATE BAR	15	CS	1.76	OZ	\$16.00	\$1.07
	2806	69153550801	9	NUGO	ORANGE SMOOTHIE BAR	15	CS	1.76	OZ	\$16.00	\$1.07
X	2845	69153545101	8	NUGO	GLUTEN FREE DARK CHOC CRUNCH	12	CS	1.59	OZ	\$14.00	\$1.17
	2846	69153545301	2	NUGO	GLUTEN FREE CHOC TRAIL MIX BAR	12	CS	1.59	OZ	\$14.00	\$1.17
X	2847	69153545501	6	NUGO	GLUTEN FREE CARROT CAKE BAR	12	CS	1.59	OZ	\$14.00	\$1.17
X	1195	76421865128	6	SIMPLY 7	QUINOA CHIPS SEA SALT SMALL	24	CS	0.80	OZ	\$14.40	\$0.60
	1197	76421865282	5	SIMPLY 7	QUINOA CHIPS BBQ SMALL	24	CS	0.80	OZ	\$14.40	\$0.60
X	1192	76421865283	2	SIMPLY 7	QUINOA CHIPS CHEDDAR SMALL	24	CS	0.80	OZ	\$14.40	\$0.60
X	1276	09849316150	6	SOLDANZA	YUQUITAS-CASSAVA CHIPS-COSTA RICA	24	CS	1.60	OZ	\$21.00	\$0.88
X	1275	09849315139	2	SOLDANZA	MADURITOS- RIPE PLANTAIN CHIPS-NO ADDED SUGAR	24	CS	2.50	OZ	\$21.00	\$0.88
X	1277	09849315137	8	SOLDANZA	PLATANITOS-PLANTAIN CHIPS-LITE SALT+F25	24	CS	2.50	OZ	\$21.00	\$0.88
	1125	81029100211	5	TATES	CHOC CHIP COOKIES 3 PACK	24	CS	1.80	OZ	\$24.95	\$1.04
X	1127	81029100222	1	TATES	CHOC CHIP COOKIES 3PK GLUTEN FREE	24	CS	1.80	OZ	\$24.95	\$1.04
X	1604	07992702211	2	UNIQUE	PRETZEL SHELLS SMALL	24	CS	1.50	OZ	\$12.00	\$0.50

10/30/2015 prices subject to change without notice; subject to inventory availability on promotions and specials