

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6400407

PRINT DATE: 10/24/17

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

ALADDIN TEMP RITE LLC
250 E MAIN ST

HENDERSONVILLE, TN
(800)888-8018

37075

REFER QUESTIONS TO:

IRIS LESTER BELL
(410)767-4612
IRIS.LESTER@MARYLAND.GOV

ITB:

EXPR DATE: 05/31/18
POST DATE: 05/18/16

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.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 NO. 6: PRICE ADJUSTMENTS WERE AMENDED FOR EACH PRODUCT ITEM OF THE CONTRACT. EFFECTIVE 10/25/2017.

AMENDMENT NO. 5: CASE PACK ADJUSTMENT ON LINE ITEMS #8,11,12,14,16 AND 19 OF THE CONTRACT. THERE HAS BEEN A CHANGE IN MANUFACTURE PACKAGE. PRICE REMAINS THE SAME. EFFECTIVE 03/23/2017.

AMENDMENT NO. 4: CASE PACK ADJUSTMENT ON LINE ITEM #9 OF THE CONTRACT. THERE HAS BEEN A CHANGE IN MANUFACTURE PACKAGE. PRICE REMAINS THE SAME. EFFECTIVE 02/17/2017.

AMENDMENT NO. 3: PRICE ADJUSTMENT FOR PRODUCT LINE ITEM #21 OF THE CONTRACT. THERE HAS BEEN A CHANGE IN MANUFACTURE PACKAGE AND PRICE. EFFECTIVE 12/15/2016.

AMENDMENT NO. 2: PRICE ADJUSTMENTS WERE AMENDED FOR EACH PRODUCT ITEM OF THE CONTRACT WITH THE EXCEPTION OF LINE 0020 WHICH REMAINED AT THE SAME PRICE, EFFECTIVE 01/28/2015.

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TERMS (cont'd):

AMENDMENT NO. 1: LINE 020 WAS CHANGED TO REFLECT THE CASE PRICE OF
\$66.24 AND NOT THE EACH PRICE OF \$1.38.

STATEWIDE CONTRACT FOR
DISPOSABLE AND REPLACEMENT FOOD SERVICE PRODUCTS
FOR
INSULATED MEAL TRAY SYSTEMS

CONTRACT PERIOD: JUNE 01, 2016 THRU MAY 31, 2018 (2 YEARS)

THIS IS THE FINAL RENEWAL WITH THE SAME TERMS, CONDITIONS, AND
PRICES.

ESTIMATED QUANTITIES REPRESENTED IN THIS SOLICITATION ARE NOT
WARRANTED OR GUARANTEED BY THE STATE OF MARYLAND. 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 PRICE BID,
REGARDLESS OF ITEMS OR QUANTITIES PREVIOUSLY ORDERED OR DELIVERED.

THIS CONTRACT IS NOT A REQUIREMENTS CONTRACT AND GRANTS NO EXCLUSIVE
RIGHT TO THE CONTRACTOR TO SUPPLY TO THE STATE OF MARYLAND ANY GOODS
OR SERVICES COVERED BY THE CONTRACT. THE STATE MAY PURCHASE GOODS
AND SERVICES COVERED BY THE CONTRACT FROM ANY OTHER SOURCE DURING THE
TERM OF THE CONTRACT.

PROCESSING FEE

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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 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)

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TERMS (cont'd):

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.

VENDOR RESPONSIBILITIES

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1. SUBCONTRACTING: THE ADMINISTRATION OF AND ALL WORK PERFORMED UNDER THIS CONTRACT WILL BE THE SOLE RESPONSIBILITY FOR THE PRIME CONTRACTOR. SUBCONTRACTING OF THIS CONTRACT WILL NOT BE ALLOWED IN WHOLE OR IN PART WITHOUT THE CONSENT OF THE STATE AND ONLY WHEN THE VENDOR HAS ESTABLISHED TO THE SATISFACTION OF THE STATE THAT THE VENDOR OR SUBCONTRACTOR POSSESSES THE NECESSARY PLANT, EQUIPMENT AND FACILITIES TO PROPERLY AND SATISFACTORILY DISCHARGE THE RESPONSIBILITY IMPOSED BY THESE SPECIFICATIONS.
2. VENDOR (THE CONTRACTOR) REQUIREMENT: THE VENDOR/CONTRACTOR MUST MAINTAIN THEIR OWN WAREHOUSE THAT STOCKS THE PRODUCTS REQUIRED BY THESE SPECIFICATIONS. THE VENDOR MAY BE REQUIRED TO SUBMIT ADDITIONAL PROOF OF ITS CAPABILITY TO PROVIDE THE FOOD PRODUCTS. REQUIREMENTS MAY INCLUDE BUT ARE NOT LIMITED TO SAMPLES OF PRODUCTS, ADDITIONAL CUSTOMER REFERENCES AND SITE VISIT OF WAREHOUSE.

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 UPON 30 DAYS WRITTEN NOTICE.

PRICE INCREASES OR DECREASES

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FOR THE PURPOSE OF CALCULATING THE NOTICE GIVING REQUIREMENTS OF THIS SECTION, THE EXPIRATION DATE SHALL BE MAY 31, 2015. THE CONTRACT PRICING MAY BE MODIFIED ACCORDING TO THE PRICES THEN PREVAILING WHICH

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TERMS (cont'd):

ARE SUBJECT TO AN INCREASE WHICH IS NOT TO EXCEED THE CURRENT RATE OF INFLATION, AS DETERMINED BY THE PRODUCER PRICE INDEX (PPI) COMMODITY CODE PCU 325211325211.

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. FORMAT SHALL BE AT 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 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.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0001	24070-000027	EA	40.0000	
COVER, FOOD HOT OR COLD INSULATED, CENTURY II; MAUVE/IVORY, PART NO. 90407/T445P; TEAL/IVORY, PART NO. 90470/T448P.				
0002	24070-000028	EA	40.0000	
SERVER, FOOD HOT OR COLD INSULATED, CENTURY II; IVORY/IVORY, PART NO. 90409/S447P; MAUVE/MAUVE, PART NO. 90457/S450P.				
0003	24070-000029	EA	40.0000	
SERVER, FOOD HOT OR COLD INSULATED TRAY, SINGLE, CENTURY I, IVORY/IVORY, PART NO. 90417/S455P; GRANITE/GRANITE, PART NO. 90508/S455PG; MAUVE/MAUVE, PART NO. 90463/S456P.				

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0004	24070-000030	EA	38.7000	
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SERVER, FOOD HOT OR COLD INSULATED, TRAY, SINGLE SERVING; SKANDIA; MAUVE/IVORY, PART NO. 90418/S581P; GRANITE/GRANITE, PART NO. 90511/S581PG; MAUVE/MAUVE, PART NO. 90459/S582P; GRAY/GRAY, PART NO. 90460/S583P. TRAY, SINGLE SERVING

0005	24070-000035	EA	38.7000	
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FOOD COVERS, HOT OR COLD INSULATED, SKANDIA; MAUVE/IVORY, PART NO. 90422/T587P; GRAY/GRANITE, PART NO. 90513/T585PG; GRAY/IVORY, PART NO. 90420/T585P; TEAL/IVORY, PART NO. 90468/T583P.

0006	24070-000036	EA	40.0000	
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COVER, FOOD HOT OR COLD INSULATED, CENTURY I; TEAL/IVORY, PART NO. 90471/T460P; MAUVE/GRANITE, PART NO. 90510/T458PG; MAUVE/IVORY, PART NO. 90415/T458P; GRAY/IVORY, PART NO. 90416/T457P.

0007	24070-000039	EA	29.5000	
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SERVER, FOOD HOT OR COLD INSULATED, TIVOLI; MOCHA, PART NO. 12690/L65; BROWN, PART NO. 12693/L66; CREAM, PART NO. 12699/L67; GRAY, PART NO. 12703/L68.

0008	64050-AA001A	CS	41.5000	
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ONE 12 OZ. ENTREE COMPARTMENT, DISPOSABLE, 1000 PER CASE; PART NO. 96079/HC-84, (EQUIVALENT TO A01A)

0009	64050-AA002A	CS	40.3000	
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ENTREE DISH, TWO COMPARTMENT, 1000 PER CASE, DISPOSABLE, PART NO. 96080/HC-9R (EQUIVALENT TO A02A)

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0010	64050-AA005A	CS	97.7000	
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SIDE DISH INSERT, DISPOSABLE, 4000 PER CASE, PART NO. 16011/A05A

0011	64050-AA007A	CS	56.5000	
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SIDE DISH HIGH HEAT DISPOSABLE 1000 PER CASE, 5 1/8 INCH LONG X 3 7/8 INCH WIDE X 1 INCH HIGH, WHITE, PART NO. 94293/HC-HH1 (EQUIVALENT TO A07A)

0012	64050-AA009A	CS	61.1500	
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DESSERT DISH, 4000 PER CASE, PART NO. 96078/HC-6R (EQUIVALENT TO A09A)

0013	64050-AA021A	CS	73.0000	
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RECTANGULAR LIDS FOR 8 OZ. DISPOSABLE SOUP BOWL INSERTS, 3000 PER CASE, PART NO. 94266/HC-30, (FITS HC-20) (EQUIVALENT TO B21A)

0014	64050-AA0044	CS	87.0000	
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DISH ENTREE ONE COMPARTMENT, DISPOSABLE HIGH HEAT, WHITE, 1000 PER CASE, PART NO. 94294/HC-HH8, (EQUIVALENT TO A44)

0015	64050-AB0A87	CS	71.5000	
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CUP JUICE 4 OZ, TRANSLUCENT, PART NO. 96081/HC-JC4R, (EQUIVALENT TO A87.

0016	64050-AB0B82	CS	87.0500	
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LID SOUP BOWL RECTANGULAR, 2000 PER CASE HIGH HEAT DISPOSABLE, 8 OZ, WHITE, PART NO. 94298/HC-HH30, (FITS HC-HH20) (EQUIVALENT TO

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B82

0017	64050-AB2B71	CS	28.2500	
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LID SOUP BOWL, 8 OZ, TRANSLUCENT, PART NO. 94290/HC-TAL225,
(EQUIVALENT TO B71)

0018	64050-AB2408	CS	41.3000	
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SOUP BOWLS, RECTANGULAR, 8 OZ., DISPOSABLE, 1000 PER CASE,
WHITE, PART NO. 94265/HC-20, (EQUIVALENT TO B24)

0019	64050-AB2410	CS	57.0000	
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BOWL, SOUP INSERTS, HIGH HEAT, 8 OZ DISPOSABLE, 1000 PER CASE,
WHITE, PART NO. 94297/HC-HH20, (EQUIVALENT TO B19)

0020	64050-AB2411	CS	70.5600	
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MUG 8 OZ, GRAY, PART NO. 15435/J284; MAUVE, PART NO.
15436/J286; BURGUNDY, PART NO. 31763/J287; EVENING BLUE,
PART NO. 15440/J289; TEAL, PART NO. 20462/J297; BROWN, PART NO.
11946/K64.

0021	64050-AB2412	CS	33.0000	
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LID, MUG, 8 OZ, TRANSLUCENT, PART NO. 13148/HC-TAL325, 2,000 PER CASE

0022	64050-ABK138	CS	79.2000	
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BOWL, SOUP, ROUND 8 OZ, 48 PER CASE, TEAL, PART NO. 20459/K138;
BURGUNDY, PART NO. 31766/K144; GRAY, PART NO. 20377/K147; MAUVE, PART
NO. 20378/K148; EVENING BLUE, PART NO. 11676/K154.

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0023	64050-ABK139	CS	64.8000
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BOWL SOUP ROUND 5 OZ, 48 PER CASE; TEAL, PART NO. 20461/K139; GRAY, PART NO. 29505/K130; MAUVE, PART NO. 29506/K131; EVENING BLUE, PART NO. 29507/K135; BERGUNDY, PART NO. 31764/K143.

0024	64050-ABK241	CS	119.0000
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BOWL, SOUP, RECTANGULAR, 6 OZ, 100 PER CASE; BLACK, PART NO. 11404/K239; GRAY, PART NO. 10921/K240; MAUVE, PART NO. 10923/K241; EVENING BLUE, PART NO. 29508/K243; TEAL, PART NO. 20460/K248; BURGUNDY, PART NO. 31765/K249.

0025	64050-B38A00	CS	55.0000
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LID JUICE CUP 4 OZ, TRANSLUCENT, PART NO. 94414/HC-JC4L, (FITS HC-JCR) (EQUIVALENT TO B38A)

0026	64050-AA003A	CS	73.2000
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THREE COMPARTMENT 9" ROUND ENTREE DISH, WHITE, 12 PER CASE, PART NO. 92893/J421.

END OF ITEM LIST

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.

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE