BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B7400013 **PRINT DATE:** 07/15/16 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
KARETAS FOODS INC
1012 TUCKERTON CT

READING, PA 19605
(610)926-3663 EXT 3018

REFER QUESTIONS TO:

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

ITB:

EXPR DATE: 06/30/17
POST DATE: 06/07/16

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.

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AMENDMENT #2: PRICE ADJUSTMENTS WERE AMENDED ON THE FOLLOWING LINES: 0004; 0009; 0010; 0011; 0015; 0023; 0024; AND 0033; EFFECTIVE 04/06/2015.

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AMENDMENT #1: PRICE ADJUSTMENTS WERE AMENDED ON THE FOLLOWING LINES: 0007; 0008; 0014; 0019; 0021; 0025; 0029; 0030; 0035; AND 0036 EFFECTIVE 11/10/2014.

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* GROCERY PRODUCTS AND RELATED ITEMS *
* STATEWIDE *
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CONTRACT PERIOD: JULY 1, 2016 THRU JUNE 30, 2017 (1 YEAR)

THIS IS THE FINAL RENEWAL AGAINST CONTRACT 001B5400006

THIS CONTRACT IS FOR ONE (1) YEAR WITH THE SAME TERMS AND CONDITIONS.
THE PRICING WILL BE ACCORDING TO THE PRICING AS STATED UNDER THE PRICE ADJUSTMENT SECTION OF THESE DETAILED SPECIFICATIONS.

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TERMS (cont'd):

THIS CONTRACT IS AN INDEFINITE DELIVERY, FIXED UNIT PRICE CONTRACT WITH ADJUSTMENT. PRICE ADJUSTMENTS WILL BE ALLOWED PER THE TERMS BELOW UNDER "PRICE ESCALATION/DE-ESCALATION."

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, MINUM 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 FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD 21201, WITHIN TEN (1) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES.

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 $5,000 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

MINIMUM ORDER QUANTITIES FOR F.O.B. DELIVERED - MINIMUM ORDER ACCEPTABLE FOR CONTRACT PRICING IS $1,000.00. ON ORDERS UNDER $1,000.00 PER SINGLE DELIVERY, THE VENDOR MAY ELECT TO ADD A DELIVERY CHARGE NOT TO EXCEED THE FOLLOWING AMOUNTS:

$500 TO $999.99 - $20.00
UNDER $500 - $30.00

THE DELIVERY CHARGE SHALL BE CALCULATED AND ADDED TO INVOICES AS A SEPARATE LINE ITEM.

MULTIPLE INVOICES AT THE SAME FACILITY SHALL BE COMBINED TO MEET THE MINIMUM ORDER AMOUNTS REFERENCED ABOVE. ADDITIONALLY, CONTRACT USERS WITH UP TO TWO (2) DROP LOCATIONS WITHIN A CAMPUS SETTING MUST MEET

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TERMS (cont'd):

THE ABOVE REFERENCED ORDER AMOUNTS WHEN THE INVOICE TOTALS ARE COMBINED.

THIS CONTRACT DOES NOT OBLIGATE THE VENDEE TO PURCHASE ANY MINIMUM QUANTITIES OR DOLLAR VALUE DURING THE CONTRACT PERIOD, OTHER THAN TO COMPLY WITH THE "MINIMUM ORDER QUANTITIES FOR F.O.B. DELIVERED" FOR THE PRICES QUOTED. CONTRACTOR MUST ACCEPT ORDERS FROM ALL STATE FACILITIES REGARDLESS OF ORDER AMOUNT. STATE FACILITIES MUST MAKE EVERY EFFORT TO COMPLY WITH VENDOR'S NORMAL DELIVERY SCHEDULE AND MEET MINIMUM ORDER REQUIREMENTS WHEN POSSIBLE.

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.

DELIVERY:
ALL QUOTES SHALL INCLUDE DELIVERY FREQUENCY OF NOT MORE THAN ONE (1) DELIVERY PER MONTH FOR EACH AGENCY FOR THE DURATION OF THE CONTRACT. AGENCIES MAY OPT FOR LESS FREQUENCY OR MORE FREQUENT DELIVERIES.

SOME FACILITIES MAY REQUIRE INSIDE DELIVERY. INSIDE DELIVERY SHALL BE SPECIFIED IN WRITING IN ADVANCE BY THE ORDERING AGENCY. THE FEE FOR INSIDE DELIVERY, IF CHARGED, SHALL NOT EXCEED $10 PER DELIVERY AND SHALL BE CALCULATED AND ADDED TO INVOICES AS A SEPARATE LINE ITEM.

AGENCY DELIVERY SCHEDULE MUST BE SUBMITTED TO THE VENDOR WITH A MINIMUM OF TWO (2) WEEKS LEAD TIME PRIOR TO THE EXPECTED DELIVERY DATE.

ANY ITEM LISTED HEREIN THAT IS NOT DELIVERED IN A TIMELY MANNER OR DOES NOT CONFORM TO THE REQUIREMENTS OF THE PURCHASE ORDER, MAY BE PURCHASED ON THE OPEN MARKET BY THE USING AGENCY. THE CONTRACTED VENDOR WILL BE CHARGED FOR ANY PRODUCT COST INCURRED BY THE STATE THAT IS IN EXCESS OF THE CONTRACTED PRICE.

VENDORS UNABLE TO MAKE SCHEDULED DELIVERY FOR ANY REASON SHALL NOTIFY RECIPIENT AGENCY IN ADVANCE (24 HOURS MINIMUM, IF POSSIBLE) OF SCHEDULED DELIVERY DATE AND TIME.

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LINE #	STATE ITEM ID	U/M	UNIT COST
0001	39381-0686XB	CS	6.4300

SALT, IODIZED, FINE TABLE, INDIV. SERVING PACK 1000 PKS CARTON, PAPER PACKS, 2000 OR 3000 CASE.
BRAND, CODE S&P #650570_____ CASE/PACK ___3,000/.75 GM_____

0002	39381-0687XB	CS	12.3400

PEPPER, BLACK, GROUND, TYPE II INDIVIDUAL PACKETS, ONE HALF GM PER PACK. 3000 PKTS, CASE
BRAND, CODE: DIAMOND CRYSTAL #650561_ CASE, PACK 3,000/.10 GM

0003	39380-MSDASH	CS	33.2000

MRS. DASH 500/CS

MRS. DASH SEASONING PC - 500/0.02 OZ PK/BOX

BRAND, CODE: DIAMOND CRYSTAL, #641370 CASE, PACK: 500/.02 OZ

0004	39381-0684XB	CS	14.6900

SUGAR SUBSTITUTE, NON-SACCHARIN BASED, SUCRALOSE OR ASPARTAME BASED SUGAR SUBSTITUTES ONLY. TWO THOUSAND/1 GM

BRAND, CODE: DIAMOND CRYSTAL #650581 CASE, PACK: 2000/1GM

0005	39381-0685XB	CS	11.2500

SUGAR, WHITE, REFINED BEET OR CANE IN THE USA, TYPE I A GRANULATED INDIVIDUAL PORTION PACKET, 1, 10 OZ. 2000 PKTS CASE
BRAND, CODE: DIAMOND CRYSTAL, #6505755 CASE, PACK; 2000/ 1/10 OZ

0006	39344-270002	CS	14.9400

CREAMER, COFFEE, 20/50 CT (1000/CS)

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LINE #	STATE ITEM ID	U/M	UNIT COST

BRAND, CODE: DIAMOND CRYSTEM #650560 CASE, PACK: 1,000 20/50 CT

0007 39381-1708XX CS 12.9800

JELLY, ASSORTED, KOSHER CERTIFIED, INDIVIDUAL, 200/.5 OZ, USDA GRADE A FANCY. JELLY SHALL BE COLOR, FLAVOR AND ODOR TYPICAL OF GOOD QUALITY JELLY OF THE SPECIFIC VARIETY MADE, FREE OF OFF-COLORS DUE TO IMMATURE OR OVER-RIPE FRUIT, SHALL CUT CLEANLY WITH NO GRAINY, LUMPY OR MEALY TEXTURE. STRAWBERRY: LIGHT RED. GRAPE: RICH RED-PURPLE. APPLE: STRAW TO LIGHT AMBER. FRUITS OR FRUIT JUICE CONCENTRATE MUST BE WITHIN THE FIRST THREE (3) INGREDIENTS. JELLY SHALL MEET THE SALIENT CHARACTERISTICS OF USDA CID A-A-20078C, TYPE I, STYLE 1. ACCEPTABLE BRANDS: HUNTS, HEINZ, KRAFT, SMUCKERS, MARZETTI, BOCA, AMERICANA OR POCO PAC.

BRAND, CODE: POCO PAC #650715 CASE, PACK: 200/,5 OZ

0008 39381-1709XX CS 12.1700

JELLY, DIETETIC, ASSORTED FLAVORS, NO SUGAR, NO SEED, INDIVIDUAL CUP, 200/12 GM. USDA GRADE A FANCY. JELLY SHALL BE COLOR, FLAVOR AND ODOR TYPICAL OF GOOD QUALITY JELLY OF THE SPECIFIC VARIETY MADE, FREE OF OFF-COLORS DUE TO IMMATURE OR OVER-RIPE FRUIT, SHALL CUT CLEANLY WITH NO GRAINY, LUMPY OR MEALY TEXTURE. STRAWBERRY: LIGHT RED. GRAPE: RICH RED-PURPLE. APPLE: STRAW TO LIGHT AMBER. FRUITS OR FRUIT JUICE CONCENTRATE MUST BE WITHIN THE FIRST THREE (3) INGREDIENTS. JELLY SHALL MEET THE SALIENT CHARACTERISTICS OF USDA CID A-A-20078C, TYPE I, STYLE 2. ACCEPTABLE BRANDS: HUNTS, HEINZ, KRAFT AND SMUCKERS, MARZETTI, BOCA, AMERICANA OR POCO PAC.

BRAND, CODE: POCO PAC #86398 CASE, PACK: 200 12 GM

0009 39381-1710XX CS 6.4800

JELLY, APPLE, INDIVIDUAL, 200/.5 OZ, USDA GRADE A FANCY. JELLY SHALL BE STRAW TO LIGHT AMBER IN COLOR; FLAVOR AND ODOR TYPICAL OF GOOD QUALITY JELLY OF THE SPECIFIC VARIETY MADE, FREE OF OFF-COLORS DUE TO IMMATURE OR OVER-RIPE FRUIT, SHALL CUT CLEANLY WITH NO GRAINY, LUMPY OR MEALY TEXTURE. APPLE OR APPLE JUICE CONCENTRATE MUST BE WITHIN THE

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FIRST THREE (3) INGREDIENTS. JELLY SHALL MEET THE SALIENT CHARACTERISTICS OF USDA CID A-A-20078C, TYPE I, KIND A, STYLE 1. ACCEPTABLE BRANDS: HUNTS, HEINZ, KRAFT AND SMUCKERS, MARZETTI, BOCA, AMERICANA OR POCO PAC.

BRAND, CODE: POCO PAC #86389 CASE, PACK: 200 .5 OZ

0010 39382-761909 CS 7.6100

SYRUP, PANCAKE, INDIVIDUAL SERVINGS. ONE HUNDRED, ONE AND ONE HALF OUNCE PER CASE (100/1.5 OZ).

BRAND, CODE: PIKNIK #650467 CASE, PACK: 100 1.5 OZ

0011 39399-7806XX CS 26.2200

SYRUP, PANCAKE, DIET, INDIVIDUAL SERVINGS. ONE HUNDRED, ONE OUNCE PER CASE (100/1 OZ.)

BRAND, CODE: PIKNIK #650467 CASE, PACK: 100 1 OZ

0012 39399-2522XX CS 26.4700

HONEY U.S. GRADE A (LIQUID), 12 GM. PKG. - 200 PKGS/CASE

BRAND, CODE: STICKNEY AND POOR #H9002 CASE, PACK: 200 9 GM

0013 39359-SHC005 CS 16.6300

APPLE BUTTER PC (200 - 1/2 OZ PKS/CASE)

BRAND, CODE: SMUCKERS # CASE, PACK: 200 .5 OZ

0014 39348-SHC004 CS 17.6700

CRANBERRY SAUCE PC (200 - 1/2 OZ PKS/CASE)

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LINE #	STATE ITEM ID	U/M	UNIT COST

BRAND, CODE: POCO PAC #65015 CASE, PACK: 200 .5 OZ

0015 39381-1698XA CS 15.0000

TOMATO CATSUP/KETCHUP, NINE GM/ 1000/CS, PRODUCT SHALL BE USDA FANCY GRADE A - 33% SOLIDS KETCHUP. PRODUCT SHALL CONTAIN TOMATO CONCENTRATE FROM RED, VINE-RIPENED TOMATOES, CORN SYRUP, DISTILLED VINEGAR, SALT, NATURAL FLAVORS. SHALL HAVE A 6 MONTH SHELF LIFE AND BE KOSHER CERTIFIED. READY TO USE, RICH IN TEXTURE AND FLAVOR AND BE OF CONSISTENT HIGH QUALITY. ACCEPTABLE BRANDS: HELLMAN'S, HEINZ, HUNTS, CF SAUER, MARZETTI, AMERICANA AND RED GOLD.

BRAND, CODE: PIKNIK #650138 CASE, PACK: 1,000 9 GM

0016 39381-1716XA CS 6.5000

MUSTARD, PREPARED, KOSHER CERTIFIED, USDA GRADE A FANCY. 500/5.5 GM PER CASE.

BRAND, CODE: AMERICANA #650337 CASE, PACK: 500 55.5 GM

0017 39369-651320 CS 6.4000

RELISH PICKLE PC (200 - 9 GRAM PKS PER CASE)

BRAND, CODE: AMERICANA #650411 CASE, PACK: 200 9 GM

0018 39399-0002XX CS 14.0000

VINEGAR PC, 500/ 9 GRAMS/PACK

BRAND, CODE: DIAMOND CRYSTAL #650666 CASE, PACK: 500 9 GM

0019 39348-02RICA CS 8.2800

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TARTAR SAUCE, INDIVIDUAL PKTS, 200/9 GMS CS

BRAND, CODE: PIKNIK #650545 CASE, PACK: 200 9 GM

0020 39348-100101 CS 11.1900

BARBECUE SAUCE, PORTION CONTROL, 100/1 OZ PACKETS PER CASE.

BRAND, CODE: PIKNIK #650512 CASE, PACK: 100 1 OZ

0021 39348-IND010 CS 23.4700

SAUCE, DUCK, PORTION CONTROL, 500/9 GM

BRAND, CODE: DIAMOND CRYSTAM #650533 CASE, PACK: 500 9 GM

0022 39399-2515XX CS 11.0000

SOY SAUCE, PORTION CONTROL PACKETS, 8 GM. 500/CS

BRAND, CODE: KIKKOMEN #650535 CASE, PACK: 500 8 GM

0023 39399-0085XX CS 13.3500

CHEESE PARMESAN, DOMESTIC PACK, MADE FROM COW'S MILK, PORTION CONTROL, 200/3.5 GMS/CS

BRAND, CODE: DIAMOND CRYSTAL #58725 CASE, PACK: 200 3.5 GM

0024 39381-1714XA CS 10.1900

MAYONNAISE, KOSHER CERTIFIED, 200/12 GM PER CASE, USDA GRADE A FANCY; PRODUCT SHALL HAVE A SLIGHT VINEGAR ODOR AND FLAVOR WITH PLEASING SPICE NOTE AND CLEAN BACKGROUND OIL FLAVOR, MAY POSSESS EGG YOLK FLAVOR NOTES; OFF-WHITE TO LIGHT CREAM IN COLOR WITH SLIGHT SURFACE SHEEN; MODERATELY THICK AND CREAMY SMOOTH AND SHALL NOT EXHIBIT

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SEPARATION OF OIL AND WATER. PRODUCT SHALL MEET THE SALIENT CHARACTERISTICS OF USDA CID A-A-20140D FOR TYPE I, STYLE A. ACCEPTABLE BRANDS: FILBERT, MCCORMICK, STANDARD BRANDS, DELSACO, KRAFT, HELLMAN'S, PLEEZING, NUGGET CROWN, FROSTY ACRES, MONARCH RED, KEN'S, AMERICAN, MARZETTI, DUKES OR PORTION PAC/PPI.

BRAND, CODE: PPI #650225 CASE, PACK: 200 12 GM

0025	39381-1715XA	CS	22.3300

MAYONNAISE, LITE, 200/12 GM PER CASE. USDA GRADE A FANCY. PRODUCT SHALL HAVE A SLIGHT VINEGAR ODOR AND FLAVOR WITH PLEASING SPICE NOTE AND A CLEAN BACKGROUND OIL FLAVOR, MAY POSSESS EGG YOLK FLAVOR NOTES; OFF-WHITE TO LIGHT CREAM IN COLOR WITH SLIGHT SURFACE SHEEN; MODERATELY THICK AND CREAMY SMOOTH AND SHALL NOT EXHIBIT SEPARATION OF THE OIL AND WATER. PRODUCT SHALL MEET THE SALIENT CHARACTERISTICS OF USDA CID A-A-20140D FOR TYPE I, STYLE D; ACCEPTABLE BRANDS: FILBERTS, KRAFT, CODE, HELLMAN'S, PLEEZING, NUGGET CROWN, FROSTY ACRES, CHEF SUPREME, MONARCH RED, KEN'S, AMERICAN, MARZETTI, DUKES, CF SAUER, BOCA OR PORTION PAC/PPI.

BRAND, CODE: PPI #650225 CASE, PACK: 200 12 GM

0026	39381-1730XD	CS	13.7300

DRESSING, SALAD, 200/12 GM PER CASE. PRODUCT SHALL HAVE A SLIGHT VINEGAR ODOR AND FLAVOR WITH PLEASING SPICE NOTE AND A CLEAN BACKGROUND OIL FLAVOR, MAY POSSESS EGG YOLK FLAVOR NOTES; OFF-WHITE TO LIGHT CREAM IN COLOR WITH SLIGHT SURFACE SHEEN; MODERATELY THICK AND CREAMY SMOOTH AND SHALL NOT EXHIBIT SEPARATION OF THE OIL AND WATER. PRODUCT SHALL MEET THE SALIENT CHARACTERISTICS OF USDA CID A-A-20140D FOR TYPE II, STYLE A. ACCEPTABLE BRANDS: CHEF SUPREME, FROSTY ACRES, KEN'S, CODE, FILBERTS, KRAFT, NUGGET CROWN, PLEEZING, MONARCH BLUE, HELLMAN'S, AMERICAN, MARZETTI, CF SAUER, DUKES OR PORTION PAC/PPI.

BRAND, CODE: PPI #650309 CASE, PACK: 200 12 GM

0027	39381-1731XD	CS	6.5000

DRESSING SALAD LITE, 200/12 GM. PRODUCT SHALL HAVE A SLIGHT VINEGAR

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ODOR AND FLAVOR WITH PLEASING SPICE NOTE AND A CLEAN BACKGROUND OIL FLAVOR, MAY POSSESS EGG YOLK FLAVOR NOTES; OFF-WHITE TO LIGHT CREAM IN COLOR WITH SLIGHT SURFACE SHEEN; MODERATELY THICK AND CREAMY SMOOTH AND SHALL NOT EXHIBIT SEPARATION OF THE OIL AND WATER. PRODUCT SHALL MEET THE SALIENT CHARACTERISTICS OF USDA CID A-A-20140D FOR TYPE II, STYLE D; ACCEPTABLE BRANDS: CHEF SUPREME, FROSTY ACRES, KENS, CODE, FILBERTS, KRAFT, NUGGET CROWN, PLEEZING, MONARCH BLUE, HELLMAN'S, AMERICAN, MARZETTI, DUKES, CF SAUER OR PORTION PAC/PPI.

BRAND, CODE: PPI #650310 CASE, PACK: 200 12 GM

0028 39381-1711XA CS 7.0000

ITALIAN DRESSING, 200/12 GM PER CASE. A MODERATE BODIED DRESSING, GOLDEN YELLOW IN COLOR, WITH VISIBLE SPICE AND RED BELL PEPPER PARTICULATE THROUGHOUT. THIS DRESSING HAS A ROBUST FLAVOR WITH GARLIC, ONION, AND TANGY LEMON NOTES. DRESSING SHALL BE FLAVORFUL, HIGHLY PALATABLE, AND FREE FROM UNDESIRABLE FLAVORS AND ODORS, CREAMY OR SMOOTH IN CONSISTENCY AND SHALL REMAIN IN A HOMOGENOUS EMULSIFIED STATE. MUST MEET THE SALIENT CHARACTERISTICS OF USDA CID A-A-20162B FOR TYPE I, CLASS C, STYLE 1. APPROVED BRANDS: KEN'S, KRAFT, HEINZ, HUNTS, AMERICAN, MARZETTI, DUKES, CF SAUER OR PORTION PAC/PPI.

BRAND, CODE: PPI #650644 CASE, PACK 200 12 GM

0029 39381-1710XA CS 14.0500

ITALIAN DRESSING, LITE, 200/12 GM PER CASE, A MODERATE BODIED DRESSING, GOLDEN YELLOW IN COLOR, WITH VISIBLE SPICE AND RED BELL PEPPER PARTICULATE THROUGHOUT. THIS DRESSING HAS A ROBUST FLAVOR WITH GARLIC, ONION, AND TANGY LEMON NOTES. DRESSING SHALL BE FLAVORFUL, HIGHLY PALATABLE, AND FREE FROM UNDESIRABLE FLAVORS AND ODORS, CREAMY OR SMOOTH IN CONSISTENCY AND SHALL REMAIN IN A HOMOGENOUS EMULSIFIED STATE. MUST MEET THE SALIENT CHARACTERISTICS OF USDA CID A-A-20162B FOR TYPE II, CLASS C, STYLE 1. APPROVED BRANDS: KEN'S, KRAFT, HEINZ, HUNTS, AMERICAN, MARZETTI, BOCA, CF SAUER OR DUKES.

BRAND, CODE: BOCA #650645 CASE, PACK: 200 12 GM

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0030	39348-100404	CS	11.8200

ITALIAN DRESSING FAT FREE PC (60 - 1.5 OZ/PKS TO A CASE) A MODERATE BODIED DRESSING, GOLDEN YELLOW IN COLOR, WITH VISIBLE SPICE AND RED BELL PEPPER PARTICULATE THROUGHOUT. THIS DRESSING HAS A ROBUST FLAVOR WITH GARLIC, ONION, AND TANGY LEMON NOTES. DRESSING SHALL BE FLAVORFUL, HIGHLY PALATABLE, AND FREE FROM UNDESIRABLE FLAVORS AND ODORS, CREAMY OR SMOOTH IN CONSISTENCY AND SHALL REMAIN IN A HOMOGENOUS EMULSIFIED STATE. MUST MEET THE SALIENT CHARACTERISTICS OF USDA CID A-A-20162B FOR TYPE IV, CLASS C, STYLE 1. APPROVED BRANDS: KEN'S, KRAFT, HEINZ, HUNTS, AMERICAN, MARZETTI, BOCA, CF SAUER OR DUKES.

BRAND, CODE: BOCA #650889 CASE, PACK: 60 1.5 OZ

0031	39381-1713XA	CS	10.5300

THOUSAND ISLAND DRESSING, 200/12 GM PER CASE. BODY & TEXTURE: THICK, CREAMY, WITH VISIBLE PICKLE RELISH. COLOR & APPEARANCE - LIGHT PINK WITH EVEN DISTRIBUTION OF PICKLE RELISH. FLAVOR & ODOR: TOMATO WITH BLEND OF PICKLE RELISH AND GINGER/CLOVE. DRESSING SHALL BE FLAVORFUL, HIGHLY PALATABLE, AND FREE FROM UNDESIRABLE FLAVORS AND ODORS, CREAMY OR SMOOTH IN CONSISTENCY AND SHALL REMAIN IN A HOMOGENOUS EMULSIFIED STATE, SHOWING NO SEPARATION. MUST MEET THE SALIENT CHARACTERISTICS OF USDA CID A-A-20162B FOR TYPE I, CLASS E. ACCEPTABLE BRANDS: KEN'S, KRAFT, HEINZ, HUNTS, AMERICAN, MARZETTI, DUKES, BOCA, CF SAUER OR PORTION PAC/PPI.

BRAND, CODE: PPI #650622 CASE, PACK: 200 12 GM

0032	39381-1712XA	CS	17.2300

THOUSAND ISLAND DRESSING, LITE, 200/12 GM PER CASE. BODY & TEXTURE: THICK, CREAMY, WITH VISIBLE PICKLE RELISH. COLOR & APPEARANCE - LIGHT PINK WITH EVEN DISTRIBUTION OF PICKLE RELISH. FLAVOR & ODOR: TOMATO WITH BLEND OF PICKLE RELISH AND GINGER/CLOVE. DRESSING SHALL BE FLAVORFUL, HIGHLY PALATABLE, AND FREE FROM UNDESIRABLE FLAVORS AND ODORS, CREAMY OR SMOOTH IN CONSISTENCY AND SHALL REMAIN IN A HOMOGENOUS EMULSIFIED STATE, SHOWING NO SEPARATION. MUST MEET THE SALIENT CHARACTERISTICS OF USDA CID A-A-20162B FOR TYPE II, CLASS E. ACCEPTABLE BRANDS: KEN'S, KRAFT, HEINZ, HUNTS, AMERICAN, MARZETTI,

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BOCA OR DUKES.

BRAND, CODE: BOCA #650624 CASE, PACK: 200 12 GM

0033 39348-100606 CS 22.4200

THOUSAND ISLAND DRESSING FAT FREE PC (100 - 1.5 OZ/PKS TO A CASE) BODY & TEXTURE: THICK, CREAMY, WITH VISIBLE PICKLE RELISH. COLOR & APPEARANCE - LIGHT PINK WITH EVEN DISTRIBUTION OF PICKLE RELISH. FLAVOR & ODOR: TOMATO WITH BLEND OF PICKLE RELISH AND GINGER/CLOVE. DRESSING SHALL BE FLAVORFUL, HIGHLY PALATABLE, AND FREE FROM UNDESIRABLE FLAVORS AND ODORS, CREAMY OR SMOOTH IN CONSISTENCY AND SHALL REMAIN IN A HOMOGENOUS EMULSIFIED STATE, SHOWING NO SEPARATION. MUST MEET THE SALIENT CHARACTERISTICS OF USDA CID A-A-20162B FOR TYPE IV, CLASS E. ACCEPTABLE BRANDS: KEN'S, KRAFT, AMERICAN, MARZETTI, BOCA OR DUKES.

BRAND, CODE: BOCA #650893 CASE, PACK: 100 1.5 OZ

0034 39381-1708XA CS 6.5000

FRENCH DRESSING, 200, 12 GR., RED POURABLE DRESSING WITH A SMOOTH BODY AND VISIBLE SHEEN. A FLAVORFUL TOMATO BASE AND SWEET HONEY GIVES A COMBINED FRESH FLAVOR. DRESSING SHALL BE FLAVORFUL, HIGHLY PALATABLE, AND FREE FROM UNDESIRABLE FLAVORS AND ODORS, CREAMY OR SMOOTH IN CONSISTENCY AND SHALL REMAIN IN A HOMOGENOUS EMULSIFIED STATE, SHOWING NO SEPARATION. MUST MEET THE SALIENT CHARACTERISTICS OF USDA CID A-A-20162B FOR TYPE I, CLASS A, STYLE 1; ACCEPTABLE BRANDS: KEN'S, KRAFT, HEINZ, HUNTS, AMERICAN, MARZETTI, DUKES, BOCA OR PORTION PAC/PPI.

BRAND, CODE: PPPI #650895 CASE, PACK: 200 12 GM

0035 39348-050003 CS 22.5600

RANCH DRESSING, FAT-FREE, PORTION CONTROL, 100/1 OZ PACKETS PER CASE, OFF WHITE OPAQUE DRESSING WITH A THICK BUT POURABLE VISCOSITY AND VISIBLE SPICE PARTICULATE THROUGHOUT. FLAVOR IS TANGY BUTTERMILK/DAIRY WITH A PREDOMINANT ONION AND GARLIC OVERTONE. DRESSING SHALL BE FLAVORFUL, HIGHLY PALATABLE, AND FREE FROM

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UNDESIRABLE FLAVORS AND ODORS, CREAMY OR SMOOTH IN CONSISTENCY AND SHALL REMAIN IN A HOMOGENOUS EMULSIFIED STATE, SHOWING NO SEPARATION. MUST MEET THE SALIENT CHARACTERISTICS OF USDA CID A-A-20162B FOR TYPE IV, CLASS D. ACCEPTABLE BRANDS: KEN'S, KRAFT, AMERICAN, MARZETTI, BOCA OR DUKES.

BRAND, CODE; PPI #650654 CASE, PACK: 100 1 OZ

0036 39348-100202 CS 19.9700

BLUE CHEESE DRESSING, LITE, PORTION CONTROL 200/1OZ. WHITE OPAQUE DRESSING WITH A THICK BUT POURABLE VISCOSITY AND VISIBLE EVIDENCE OF BLUE CHEESE PARTICLES THROUGHOUT. FLAVOR IS RICH AND ZESTY, WITH MILD BLEU CHEESE FLAVOR. DRESSING SHALL BE FLAVORFUL, HIGHLY PALATABLE, AND FREE FROM UNDESIRABLE FLAVORS AND ODORS, CREAMY OR SMOOTH IN CONSISTENCY AND SHALL REMAIN IN A HOMOGENOUS EMULSIFIED STATE, SHOWING NO SEPARATION. MUST MEET THE SALIENT CHARACTERISTICS OF USDA CID A-A-20162B FOR TYPE II, CLASS B. ACCEPTABLE BRANDS: KEN'S, KRAFT, AMERICAN, MARZETTI OR DUKES.

BRAND, CODE: AMERICANA #78004623 CASE, PACK: 100 1 OZ

0037 39348-150060 CS 14.0600

RASPBERRY VINAIGRETTE DRESSING FAT FREE PC, 60 - 1.5 OZ/PKS TO A CASE. A MODERATE BODIED DRESSING, LIGHT ROSE RED IN COLOR. FLAVOR IS SLIGHTLY TANGY RED WINE BASED WITH FRESH RASPBERRY FLAVOR DRESSING SHALL BE FLAVORFUL, HIGHLY PALATABLE, AND FREE FROM UNDESIRABLE FLAVORS AND ODORS, CREAMY OR SMOOTH IN CONSISTENCY AND SHALL REMAIN IN A HOMOGENOUS EMULSIFIED STATE. MUST MEET THE SALIENT CHARACTERISTICS OF USDA CID A-A-20162B FOR TYPE IV, CLASS Q, STYLE 6. ACCEPTABLE BRANDS: KEN'S, KRAFT, AMERICAN, MARZETTI OR DUKES.

BRAND, CODE: KENS #63091 CASE, PACK: 60 1.5 OZ

END OF ITEM LIST

LIQUIDATED DAMAGES WILL BE CHARGED AT THE RATE OF $50.00 PER DAY FOR LATE AND NON-DELIVERY OF ANY ITEM IN THIS CONTRACT. LIQUIDATED DAMAGE

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TERMS (cont'd):

CHARGES WILL BE IN ADDITION TO ANY OPEN MARKET PROCUREMENT COST EXCESSES INCURRED BY THE AGENCY TO OBTAIN REPLACEMENT PRODUCT. THE CHARGES INCURRED WILL BE DEDUCTED FROM OPEN VENDOR INVOICES.

PARTIAL SHIPMENTS TO PREVENT AN OUT OF STOCK CONDITION WILL BE ACCEPTED AND PRECLUDE ASSESSMENT OF LIQUIDATED DAMAGES.

PALLETIZED SHIPMENT: IF SHIPMENT IS PALLETIZED, ONLY PALLET SIZE ACCEPTABLE IS 40 X 48 - 4-WAY ON EXCHANGE BASIS. ALL BAGGED PALLETIZED SHIPMENTS MUST HAVE A PIECE OF CARDBOARD PLACED ON PALLET FOR PROTECTION. BAGS SHALL BE PLACED ON PALLETS TO MINIMIZE OVER-HANG BEYOND THE EDGE OF THE PALLET. SHIPMENTS WILL BE REFUSED FOR FAILURE TO COMPLY.

EACH SHIPPING CONTAINER OR PACKAGE SHALL BE LEGIBLY MARKED ON BOTH ENDS IN MINIMUM INCH HIGH CHARACTERS WITH THE DESCRIPTION AND THE QUANTITY OF THE MATERIAL CONTAINED THEREIN. A PACKING SLIP MUST ACCOMPANY EACH SHIPMENT AND THE CONTAINER OR PACKAGE CONTAINING THE SLIP MUST BE SO IDENTIFIED. SHIPMENT WILL BE REFUSED IF SHIPPING CONTAINERS DO NOT CONTAIN THIS INFORMATION.

UNLOADING REQUIREMENTS: SHIPMENTS THAT ARE NOT PALLETIZED SHALL BE THE RESPONSIBILITY OF THE DELIVERY CARRIER TO UNLOAD TRUCK. CASES PLACED ON STATE PALLETS WILL BE REMOVED FROM TRUCK BY STATE PERSONNEL UNLESS INSIDE DELIVERY IS SPECIFIED IN ADVANCE.

PRICE ESCALATION/DE-ESCALATION:

1. IF NECESSARY, PRICES MAY BE ADJUSTED 90 DAYS AFTER CONTRACT AWARD, IN ACCORDANCE WITH THIS CLAUSE. REQUESTS FOR PRICE ADJUSTMENTS MUST BE RECEIVED IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE OF THE REQUESTED DATE OF INCREASE. THE REQUEST MUST BE FAXED TO THE PROCUREMENT OFFICER AND WILL BECOME EFFECTIVE ONLY IF APPROVED BY THE PROCUREMENT OFFICER.

2. A REQUEST FOR PRICE INCREASES SHALL REFLECT THE COMMODITY MARKET INCREASE ONLY, AND MAY BE APPROVED BASED UPON VERIFIABLE EVIDENCE THAT THE SUPPLIER COST HAS INCREASED. THIS WILL BE ACCOMPLISHED BY SUBMITTING, TO THE PROCUREMENT OFFICER OR HER DESIGNATED REPRESENTATIVE FOR COMPARISON, DATED CURRENT INVOICES FROM THE BIDDER'S SUPPLIER REFLECTING THE INCREASE IN SUPPLIER COST THAT SUPPORTS THE REQUESTED INCREASE IN CONTRACT PRICE, AND ALL OTHER DOCUMENTATION AVAILABLE TO SUPPORT THE INCREASE. ANY INCREASE GRANTED WILL NOT EXCEED THE MARGIN BETWEEN THE SUPPLIER COST AND CONTRACT PRICE ESTABLISHED ON THE BID OPENING DATE. THE DIFFERENCE BETWEEN THE SUCCESSFUL VENDOR'S ACTUAL COST AND THE PRICES BID SHALL REMAIN CONSTANT DURING THE CONTRACT PERIOD.

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TERMS (cont'd):

3. ONCE A PRICE INCREASE HAS BEEN APPROVED, NO FURTHER INCREASES SHALL BE CONSIDERED FOR 90 DAYS. PRICE DECREASES SHALL ALSO BE PASSED ON TO THE STATE AND DO NOT REQUIRE VERIFICATION. DECREASES BECOME EFFECTIVE IMMEDIATELY UPON NOTIFICATION. THE STATE RESERVES THE RIGHT NOT TO ALLOW A PRICE INCREASE, IN WHICH CASE THE CONTRACT FOR THE ITEM WHICH AN INCREASE WAS DENIED WILL BE CANCELED IF REQUESTED BY THE VENDOR.

4. THE INCREASED CONTRACT PRICE SHALL NOT APPLY TO ORDERS RECEIVED BY THE CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THE APPROVED INCREASED CONTRACT UNIT PRICE. ORDERS PLACED VIA PURCHASE ORDER, SHALL BE CONSIDERED TO HAVE BEEN RECEIVED BY THE CONTRACTOR AFTER THE FIFTH (5TH) CALENDAR DAY FOLLOWING THE DATE OF ISSUANCE. THE PROCUREMENT OFFICER MAY CANCEL, WITHOUT LIABILITY TO EITHER PARTY, ANY PORTION OF THE CONTRACT AFFECTED BY THE REQUESTED INCREASE AND ANY MATERIALS, SUPPLIES OR SERVICES UNDELIVERED AT THE TIME OF SUCH CANCELLATION. INVOICES REFLECTING "NEW" PRICES WILL NOT BE PROCESSED FOR DELIVERIES OF GOODS RECEIVED PRIOR TO THE INCREASE APPROVAL DATE.

5. THE NET CHANGE, DEFINED AS THE TOTAL CHANGE OF ESCALATION OF THE PRODUCT COST WILL BE THE AMOUNT OF THE INCREASE GRANTED. THE MARKUP SHALL BE RECOGNIZED AS A FLAT RATE COST THAT SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT. NO OTHER METHODS WILL BE ACCEPTABLE.

THE FOLLOWING EXAMPLES ARE PROVIDED TO BETTER ILLUSTRATE PRICE ADJUSTMENTS:
EXAMPLE #1 DETERMINING FIRM FIXED MARKUP OF PRODUCT
BIDDER'S COST OF PRODUCT A ON THE DATE OF AWARD: $10.00

STATE CONTRACT PRICE (BID):	$13.00
LESS BIDDER'S COST:	<10.00>
MARKUP FOR PRODUCT A:	$ 3.00

EXAMPLE #2 DETERMINING AMOUNT OF ESCALATION

BIDDER'S COST OF PRODUCT A (AFTER 90 DAYS):	$11.00
FIXED MARKUP:	$ 3.00
STATE CONTRACT PRICE:	$14.00

EXAMPLE #3 DETERMINING AMOUNT OF DE-ESCALATION

BIDDER'S COST OF PRODUCT A - (ANY TIME AFTER CONTRACT AWARD):	$10.50
FIXED MARKUP:	$ 3.00
STATE CONTRACT PRICE:	$13.50

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BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

THE STATE RESERVES THE RIGHT TO SPOT CHECK THE CONTRACTOR'S COST OF ANY AWARDED PRODUCT AT ANY TIME DURING NORMAL BUSINESS HOURS.

ALL PRODUCTS FURNISHED SHALL BE DATED WITH THE USE BY, SELL BY, BEST BY, EXPIRATION DATE OR PRODUCTION DATE, PREFERABLY ON EACH INDIVIDUAL PRODUCT, BUT IN THE LEAST ON EACH CASE. THESE DATES SHOULD BE CALENDAR DATES, NOT JULIAN DATES. IN THE EVENT THE DATE USED IS THE JULIAN DATE, A TECHNICAL DATA SHEET WHICH CLEARLY EXPLAINS THE DATE CODE MUST BE PROVIDED TO EACH ORDERING AGENCY. IF THE DATE PROVIDED IS THE PRODUCTION DATE, THE TECHNICAL DATA SHEET MUST STATE THE SHELF LIFE FROM DATE OF PRODUCTION.

ALL ITEMS MUST MEET USDA AND FEDERAL NUTRITIONAL STANDARDS IN ADDITION TO MINIMUM SPECIFICATIONS GIVEN. ALL ITEMS CONTAINING MEAT AND MEAT BY-PRODUCTS SHALL HAVE A SEAL ON THE LABEL SHOWING PRODUCT HAS BEEN INSPECTED AND PASSED BY THE U.S. DEPARTMENT OF AGRICULTURE. ALL CANNED SEAFOOD CONTENTS MUST BE IN ACCORDANCE WITH FEDERAL REQUIREMENTS FOR PACKAGING AND CONSUMPTION OF THE PRODUCTS.

****

-----NO FOOD PRODUCT MAY INCLUDE ANY CHICKEN PRODUCT THAT WAS____
PROCESSED IN CHINA.

****

DRAINED WEIGHTS - ALL CANS, JARS OR CARTONS MUST BE WELL FILLED; SLACK FILLED CONTAINERS ARE NOT ACCEPTABLE. REQUIREMENTS OF RECOMMENDED DRAINED WEIGHTS OR FILL WEIGHTS IN THE U.S. STANDARDS FOR GRADE WILL BE USED, AS THE MINIMUM REQUIREMENTS. WHERE THE STATE OF MARYLAND SPECIFICATIONS SPECIFICALLY SHOW A MINIMUM, THE DRAINED WEIGHT SHOWN ON THE STATE OF MARYLAND SPECIFICATION TAKES PRECEDENCE.

ALTERNATIVE PACKAGING - ASEPTIC AND POUCH PACKAGING IS AN ACCEPTABLE SUBSTITUTE FOR CANS AND JARS PROVIDING THAT THE SIZE IS EQUIVALENT AND ALL OTHER SPECIFICATIONS ARE MET. IF THE PRODUCT OFFERED IN YOUR BID RESPONSE IS PROVIDED IN ASEPTIC OR POUCH PACKAGING, IT MUST BE STATED IN YOUR RESPONSE.

GRADING CERTIFICATES: ALL OF THE GRADABLE ITEMS THAT ARE A PART OF THIS CONTRACT WILL BE SUBJECT TO PERIODIC U.S.D.A. GRADING SERVICE INSPECTION. THIS INSPECTION, THE COST OF WHICH WILL BE PAID BY THE STATE OF MARYLAND, WILL BE CONDUCTED TO ASSURE THE SPECIFIED GRADE A, B OR C; GENERAL WHOLESOMENESS AND CONTAINER CONDITION. COMPLIANCE FAILURE FOR ANY OF THE NOTED CRITERIA WILL REQUIRE IMMEDIATE NO CHARGE REPLACEMENT FOR ALL PRODUCT SHIPMENTS IDENTIFIED WITH THE FAILED CAN

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TERMS (cont'd):

CODES AND REIMBURSEMENT TO THE STATE FOR THE COST OF THE GRADING AND INSPECTION.

SHELF LIFE:
1. SIX MONTHS - POWDERED MILK, DRIED FRUIT AND VEGETABLES AND CRACKERS.
2. ONE YEAR - CANNED, CONDENSED MEAT AND VEGETABLE SOUPS, CANNED FRUITS, FRUIT JUICE AND CANNED VEGETABLES, PEANUT BUTTER, JELLY AND NUTS.
3. ALL OTHER ITEMS MUST HAVE A 60-DAY SHELF LIFE FROM THE TIME OF DELIVERY.
4. ALL PRODUCTS MUST BE FROM THE LATEST SEASONS PACK AND HAVE A PACKAGING DATE NO LONGER THAN 12 MONTHS BEFORE THE ACTUAL DELIVERY DATE TO ANY STATE AGENCY.

NUTRITIONAL INFORMATION:
NUTRITIONAL DATA FOR ANY PRODUCTS SHALL BE PROVIDED WITHIN THREE (3) BUSINESS DAYS TO AUTHORIZED USERS FREE OF CHARGE UPON REQUEST.

KOSHER CERTIFICATION:
ALL PRODUCTS SPECIFIED AS KOSHER CERTIFIED, MUST COMPLY WITH ALL REQUIREMENTS OF KOSHER CERTIFICATION AND BE LABELED WITH THE CORRECT CERTIFICATION.

REIMBURSEMENT FOR DAMAGED (UNUSABLE) PRODUCTS:
VENDOR IS REQUIRED TO REPLACE OR CREDIT AGENCY FOR ANY DAMAGED (DENTED CANS, LEAKING CANS, LEAKING PRODUCT, ETC.) OR OTHERWISE UNUSABLE PRODUCT FOUND AFTER DELIVERY IF AGENCY HAS STORED PRODUCT IN A PRUDENT MANNER.

ALL RETURNS, SUCH AS DENTED CANS, BROKEN CASES OR UNUSABLE PRODUCT SHALL BE PICKED UP BY THE VENDOR WITHIN THIRTY (30) DAYS. AFTER THIRTY (30) DAYS THE AGENCY MAY DISCARD PRODUCT, BUT THE AGENCY RETAINS THE RIGHT FOR REPLACEMENT OR CREDIT WILL BE DEDUCTED FROM OPEN INVOICES.

SECURE FACILITIES:
SECURITY CONCERNS VARY STATEWIDE, BUT ARE ESPECIALLY IMPORTANT AT CORRECTIONAL FACILITIES AND CERTAIN OTHER FACILITIES. CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES SHALL COMPLY WITH THE SECURITY REQUIREMENTS AT EACH FACILITY. AUTHORIZED USERS ARE RESPONSIBLE FOR ALERTING CONTRACTOR TO THESE REQUIREMENTS BEFORE OR WHILE PLACING THEIR FIRST ORDER.

CONTRACTORS ARE AWARE THAT COMMON SECURITY RESTRICTIONS INCLUDE:

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TERMS (cont'd):

IDENTIFICATION - ALL OF CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES, WHILE WORKING ON STATE PROPERTY, SHALL CARRY OR DISPLAY ACCEPTABLE IDENTIFICATION. REQUIREMENTS VARY BY AUTHORIZED USER. FOR INSTANCE, SOME FACILITIES REQUIRE A VISIBLE PHOTO-ID BADGE, WHILE OTHERS MAY REQUIRE A VALID DRIVER'S LICENSE INSTEAD.

VEHICLE SECURITY - IN MANY LOCATIONS, DRIVERS SHALL TURN OFF VEHICLE MOTORS AND LOCK CAB DOORS WHENEVER THEIR TRUCK IS UNATTENDED.

PATIENT/INMATE CONTACT - DELIVERY PERSONNEL SHOULD MINIMIZE INTERACTION WITH INMATES OR PATIENTS, AND SHALL REPORT ANY VERBAL CONTACT TO THE AUTHORIZED USER BEFORE LEAVING THE SITE.

DRIVERS WHO ENTER HIGH SECURITY FACILITIES SHALL HAVE PRIOR APPROVAL TO ENTER FROM SECURITY STAFF, GENERALLY INVOLVING A BACKGROUND CHECK TO ENSURE THAT THEY ARE NOT CONVICTED FELONS. AT SOME FACILITIES, TRUCKS SHALL BE SEARCHED PRIOR TO ENTRY AND EXIT, CAUSING UP TO 30 MINUTES DELAY EACH WAY.

AT SOME CORRECTIONAL FACILITIES, DRIVERS CAN NOT HAVE ANY WEAPONS (INCLUDING JACK KNIVES OR BOX CUTTERS), CELL PHONES, PAGERS, DRUGS, TOBACCO PRODUCTS OR ANY ITEM DEEMED TO BE POTENTIAL CONTRABAND. CORRECTIONAL OFFICERS CAN HOLD THESE ITEMS FOR DRIVERS AT THE DELIVERY SALLY-PORT AND RETURN THEM AS THE DRIVER EXITS THE GROUNDS. ANY ILLEGAL ITEMS SHALL NOT BE RETURNED.

RECALL NOTIFICATION:
THE CONTRACTOR SHALL PROVIDE RECALL NOTIFICATION, REGARDLESS OF LEVEL, IN WRITING TO THE STATE AND EACH INSTITUTION THROUGH THE MOST EXPEDIENT METHOD POSSIBLE. THE NOTICES, AT A MINIMUM, SHALL INCLUDE A COMPLETE PRODUCT DESCRIPTION AND/OR IDENTIFICATION, CONTRACT NUMBER, DELIVERY ORDER NUMBER AND DISPOSITION INSTRUCTIONS. THE CONTRACTOR SHALL ISSUE REPLACEMENT OF PRODUCT OR CREDIT FOR ANY PRODUCT REMOVED OR RECALLED. EACH FACILITY SHALL HAVE THE OPTION OF ACCEPTING EITHER REPLACEMENT PRODUCT OR CREDIT IN EXCHANGE FOR RECALLED/REMOVED PRODUCTS.

QUANTITIES REPRESENTED HEREIN ARE ESTIMATED ONLY FOR A ONE (1) YEAR PERIOD AND SHOULD NOT BE CONSTRUED AS MAXIMUM OR MINIMUM REQUIREMENTS. QUANTITIES ARE ACCURATE TO THE BEST OF OUR ABILITY, BUT DO NOT REPRESENT A MINIMUM OR MAXIMUM REQUIREMENT. USER AGENCY POPULATION FLUCTUATIONS MAY EFFECT THE TOTAL REQUIREMENTS FOR EACH LINE ITEM. 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

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TERMS (cont'd):

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.

THE STATE RESERVES THE RIGHT TO ADD OR DELETE ITEMS FROM THIS CONTRACT BY MUTUAL CONSENT OF THE STATE AND THE AWARDED VENDOR.

QUANTITY ADJUSTMENTS: CONTRACTOR MAY REQUEST TO ADJUST QUANTITIES ON AN ORDER, IF NECESSARY BY A PLUS OR MINUS TEN (10) PERCENT TO MAKE A FULL CAPACITY LOAD OR A LOWER PRICE BRACKET AND/OR LOWER FREIGHT RATE. QUANTITIES WILL NOT BE ADJUSTED AFTER PURCHASE ORDER IS ISSUED.

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 MAY 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 ADDRESS:
CATHERINE.SEILER@MARYLAND.GOV

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BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

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.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

(1) A COUNTY OR BALTIMORE CITY;
(2) A MUNICIPAL CORPORATION;
(3) A GOVERNMENTAL AGENCY IN THE STATE;
(4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

(I) RECEIVES STATE MONEY; AND
(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:

(5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

(I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE:

OR

(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSSITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND

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BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

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

OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE 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