

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B8400191

PRINT DATE: 11/26/19

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: MARTINI FOODS INC T/A STANLEY FOODS INC 9001 EAST HAMPTON DRIVE CAPITOL HEIGHTS, MD 20743 (301)336-4600		REFER QUESTIONS TO: KIMBERLY HACKETT (410)767-0788 KIMBERLY.HACKETT@MARYLAND.GOV
ITB: 001IT820685	EXPR DATE: 10/31/20 POST DATE: 10/30/17	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.

ADJUST PRICE TO PER POUND PRICE ON ITEM 0024 (5/01/18)

ADD LINES 0027 AND 0028
EFFECTIVE 2/9/18

* STATEWIDE CONTRACT FOR *
MEAT, DAIRY AND POULTRY PRODUCTS
* * *

THIS IS A STATEWIDE CONTRACT AND MAY BE USED BY ALL STATE AGENCIES, COUNTIES, MUNICIPALITIES, AND OTHER ELIGIBLE ENTITIES.

CONTRACT TERMS: THIS IS A THREE (3) YEAR CONTRACT.
THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS WITH THE SAME TERMS AND CONDITIONS.

CONTRACT PERIOD: NOVEMBER 1, 2017 - OCTOBER 31, 2020
OPTION YEAR 1: NOVEMBER 1, 2020 - OCTOBER 31, 2021
OPTION YEAR 2: NOVEMBER 1, 2021 - OCTOBER 31, 2022

MARYLAND LAW PREVAILS:

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TERMS (cont'd):

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

QUOTED PRICES ARE TO BE NET THIRTY (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.

VENDOR NAME: STANLEY FOODS

VENDOR CONTACT: JORDAN SPECTOR

TELEPHONE: 301-336-4600

VENDOR EMAIL ADDRESS: JORDAN@STANLEYFOODSINC.COM

SCOPE OF CONTRACT:

REQUIREMENTS CONTRACT FOR SUPPLYING THE STATE OF MARYLAND AND USING AUTHORITIES WITH THEIR NEEDS FOR MEAT, DAIRY AND POULTRY PRODUCTS.

CONTRACT REQUIREMENTS:

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

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.

PRICE ESCALATION:

PRICES MAY BE ADJUSTED NINETY (90) DAYS AFTER CONTRACT AWARD. 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 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. ONCE A PRICE INCREASE HAS BEEN GRANTED, NO FURTHER INCREASES SHALL BE CONSIDERED FOR NINETY (90) DAYS. HOWEVER, "ACROSS THE BOARD" PRICE DECREASES ARE SUBJECT TO IMPLEMENTATION AT ANY TIME AND SHALL BE IMMEDIATELY CONVEYED TO THE PROCUREMENT OFFICER.

A REQUEST FOR PRICE INCREASE SHALL REFLECT THE COMMODITY MARKET

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TERMS (cont'd):

INCREASE ONLY, AND MAY BE APPROVED BASED UPON VERIFIABLE EVIDENCE THAT THE SUPPLIER COST HAS INCREASED.

THE PRICE INCREASE ON ALL PRODUCTS WILL BE BASED ON THE U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS (BLS) PRODUCER PRICE INDEX (PPI), NOT SEASONALLY ADJUSTED; AND FOR ALL OTHER PRODUCTS WILL BE BASED ON THE PPI FOR FROZEN SPECIALTY FOODS, NUMBER WPU0825, NOT SEASONALLY ADJUSTED. THIS CAN BE FOUND AT [HTTP://WWW.BLS.GOV/PPI/GETDATA.HTM](http://www.bls.gov/ppi/getdata.htm). 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 3% FOR EACH SIX (6) MONTH PERIOD.

THE CONTRACTOR WILL BE NOTIFIED IN WRITING OF THE EFFECTIVE DATE OF ANY APPROVED PRICE INCREASES. THE CONTRACTOR WILL FILL ALL PURCHASE ORDERS RECEIVED PRIOR TO THE EFFECTIVE DATE OF THE PRICE ADJUSTMENT AT THE OLD CONTRACT PRICES.

THE PRICE ADJUSTMENTS FOR THE RENEWALS SHALL BE NEGOTIATED AND MUTUALLY AGREED UPON BY DGS AND THE CONTRACTORS. THE STATE RESERVES THE RIGHT TO DENY A PRICE INCREASE, IN WHICH CASE, THE CONTRACT FOR THAT ITEM WILL BE CANCELLED IF REQUESTED BY THE VENDOR. ALTHOUGH EACH NEGOTIATION WILL BE CARRIED OUT INDEPENDENTLY, THE PERCENTAGE INCREASE OR THE MONETARY INCREASE SHALL BE THE SAME FOR ALL VENDORS. DGS RESERVES THE RIGHT TO RENEW ANY AND/OR ALL CONTRACTORS'S CONTRACTS. ANY CONTRACTS WHICH ARE NOT RENEWED WILL BE COMPETITIVELY RE-BID. ESTIMATED QUANTITIES WILL BE PROVIDED FOR ANY OR ALL RENEWAL OPTIONS. UPON RENEWAL, THE EXISTING CONTRACT TERMS AND CONDITIONS WILL APPLY.

VENDOR IS REQUIRED TO COMPLY WITH ALL CONDITIONS AS OUTLINED FOR REGULATIONS AND SPECIFICATIONS FOR MEAT, DAIRY AND POULTRY FOODS. CASE/CONTAINER MUST BEAR USDA GRADE SEAL AND USDA CERTIFICATE MUST BE AVAILABLE UPON REQUEST. CASES OF PRODUCTS DELIVERED WITHOUT USDA GRADE DESIGNATIONS OR IN LIEU OF USDA GRADE SEALS, GRADING CERTIFICATES MUST BE PROVIDED WITH DELIVERY OR PRODUCT WILL BE REJECTED.

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

IN FULL COMPLIANCE WITH THE STATE DEPARTMENT OF HEALTH REGULATIONS GOVERNING THE PROCESSING AND TRANSPORTATION OF FOOD AND BEVERAGES, ALL PERISHABLE FOODS MUST BE TRANSPORTED AT A TEMPERATURE OF OR BELOW 45 DEGREES FAHRENHEIT. FROZEN FOODS ARE TO BE TRANSPORTED AT A

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TERMS (cont'd):

MAINTAINED TEMPERATURE OF OR BELOW ZERO (0) DEGREE FAHRENHEIT IN STORAGE AND TRANSIT.

DELIVERY AND ACCEPTANCE:

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.

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

*****RECALL NOTIFICATION*****

THE CONTRACTOR WILL PROVIDE RECALL NOTIFICATION AS WELL AS DISCONTINUED ITEMS NOTIFICATION, REGARDLESS OF LEVEL, 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 WILL ISSUE REPLACEMENT OF PRODUCT OR CREDIT FOR ANY PRODUCT REMOVED OR RECALLED. EACH FACILITY WILL HAVE THE OPTION OF ACCEPTING EITHER REPLACEMENT PRODUCT OR CREDIT IN EXCHANGE FOR RECALLED/REMOVED PRODUCTS.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # MDDGS31033973/001IT820685 INCORPORATED HEREIN BY REFERENCE.

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0001	39007-0047XX	CS	49.0200		
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CHEESE, CREAM, INDIVIDUAL 200 PER CASE

BRAND, CODE _____ CASE, PACK _____

CREAM CHEESE, INDIVIDUAL, 200 PER CASE

BRAND: KRAFT

CODE: 83030

0002	39007-0048XX	CS	54.1000		
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CHEESE, CREAM, INDIVIDUAL 200 PER CASE, LOW FAT

BRAND, CODE _____ CASE, PACK _____

CREAM CHEESE, INDIVIDUAL, LOW-FAT, 200 PER CASE

BRAND: KRAFT

CODE: 83898

0003	39049-2010XX	DZ	35.7000		
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PIES, INDIVIDUAL, CHICKEN, FROZEN, 24, 7 OZ.

BRAND, CODE _____ CASE, PACK _____

CHICKEN PIES, INDIVIDUAL, FROZEN, 24/7OZ

BRAND: BANQUET

0004	39049-121225	LB	35.7000		
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FISH, IMITATION CRAB

BRAND, CODE _____ CASE, PACK _____

IMITATION CRAB MEAT

BRAND: TRIDENT

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0005	39049-0256XX	LB	49.5000
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BEEF, DRIED, CHIPPED, END AND PIECES, BULK PACKED IN 6 OR 10 LB. CTNS
OR CANS, CHILLED, IMPS 620.

BRAND, CODE _____ CASE, PACK _____

BEEF, DRIED, CHIPPED, END AND PIECES, BULK PACKED IN 6 OR 10LB
CARTONS OR CANS, CHILLED, IMPS 620

BRAND: KNAUSS

CODE: 98954

0006	39049-2905XX	LB	36.7200
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SALAMI COOKED FORMULA A, 7 TO 12 LBS., CHILLED IMPS 804

BRAND, CODE _____ CASE, PACK _____

SALAMI, COOKED, FORMULA A, 7 TO 12LBS, CHILLED, IMPS 804

BRAND: BRYAN

CODE: 46350

0007	39049-0001XX	LB	14.8500
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SPICED LUNCHEON MEAT ALL PORK, CANNED

PRODUCT FORMULATED FROM 100 PERCENT PORK SKELETAL MEAT, CANNED
DOMESTIC PRODUCT ONLY. SPICES MUST BE PART OF THE INGREDIENTS.

BRAND, CODE _____ CASE, PACK _____

SPICED LUNCHEON MEAT, ALL PORK, CANNED, PRODUCT FORMULATED FROM 100%
PORK SKELETAL MEAT, DOMESTIC PRODUCT ONLY. SPICES MUST BE PART OF THE
INGREDIENTS

BRAND: CUDAHY

CODE: 1000879

0008	39049-815XEX	CS	85.8800
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PEPPERONI, SLICED, FROZEN

SLICED PEPPERONI, FROZEN, 2/12.5LB

BRAND: HORMEL

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CODE: 26777 10549

0009	39049-1951XX	LB	24.5000
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KNOCKWURST, SKINLESS 6 TO 8 LINKS PER POUND, FROZEN. FORMULA B, BEEF AND PORK, COLOR A, NATURAL, STYLE C. PARCHMENT OR WAXED PAPER SEPARATORS BETWEEN LAYERS IS NOT REQUIRED. IMPS 816

BRAND, CODE _____ CASE, PACK _____
KNOCKWURST, SKINLESS, 6-8 LINKS PER POUND, FROZEN, FORMULA B, BEEF AND PORK. COLOR A, NATURAL, STYLE C, PARCHMENT OR WAXED PAPER SEPARATORS BTWN LAYERS IS NOT REQUIRED, IMPS 816

BRAND: BERKS
CODE: 2090

0010	39049-3030XX	LB	22.0000
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SMOKED SAUSAGE MEAT FORMULATION BEEF AND PORK A 100 PERCENT SKELETAL MEAT PRODUCT STYLE B, 6 TO 8 LINKS PER POUND, CHILLED. PARCHMENT OR WAXED PAPER SEPARATORS BETWEEN LAYERS IS NOT REQUIRED. IMPS 811

BRAND, CODE _____ CASE, PACK _____
SMOKED SAUSAGE, MEAT FORMULATION BEEF AND PORK 100% SKELETAL MEAT, PRODUCT STYLE B, 6 TO 8 LINKS PER POUND, CHILLED, PARCHMENT OR WAXED PAPER SEPARATORS BTWN LAYERS ARE NOT REQUIRED, IMPS 811

BRAND: BERKS
CODE: 2020

0011	39049-2485XX	LB	24.5000
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POLISH SAUSAGE, FORMULA B, STYLE B, 5 TO LINKS TO THE POUND, LINKS TO BE 3 TO 5 INCHES IN LENGTH, CHILLED. PARCHMENT OR WAXED PAPER SEPARATORS BETWEEN LAYERS IS NOT REQUIRED. IMPS 813

BRAND, CODE _____ CASE, PACK _____
POLISH SAUSAGE, FORMULA B, STYLE B, 5-6 LINKS TO THE POUND, LINKS TO BE 3-5 INCHES IN LENGTH, CHILLED, IMPS 813. PARCHMENT OR WAXED PAPER SEPARATORS BTWN LAYERS ARE NOT REQUIRED

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BRAND: ECKRICH
CODE: 32238

0012	39049-XXXXXX	PK	35.8000
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HAM

HAMS, TYPE A OR B, CURED, SHAPE B-PULLMAN, WEIGHT RANGE 8-10LBS WATER ADDED. IMPS 508, NO GRADING CERTIFICATE REQUIRED.

BRAND: HORMEL
CODE: 33371

0013	39049-2507XX	EA	108.5000
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LOIN, REGULAR, WR 14/18 LBS. FROZEN IMPS 410

LOIN, REGULAR, WEIGHT RANGE 14-18LBS, CHILLED, IMPS 410

BRAND: SMITHFIELD
CODE: 7080054410

0014	39049-906XXX	LB	23.7000
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PORK CHOPPETS, BREADED BREADING NOT TO EXCEED 20 PERCENT, 100 PERCENT ALL MEAT, NO ADDITIVES, UNCOOKED, FROZEN, 4 OZ. CHOPS. DD 906

BRAND, CASE _____ CASE, PACK _____
PORK CHOPPETS, BREADED, BREADING NOT TO EXCEED 20%, 100% ALL MEAT, NO ADDITIVES, UNCOOKED, FROZEN, 4OZ. CHOPS, DD 906

BRAND: ADVANCE
CODE: 13341

0015	39049-0109XX	CS	36.8500
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BACON PRE COOKED 300 COUNT/CASE

BACON , PRE-COOKED, 300 COUNT/CASE

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BRAND: FARMLAND
CODE: 7157030

0016	39049-702XXX	LB	70.9900
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CHICKEN QUARTERS, IQF, NON MARINATED. PLANT GRADE WILL BE ACCEPTABLE. PORTION WEIGH PACKED IN POLY BAGS, 30 LEGS QUARTERED PER CS., EIGHT AND ONE HALF OZ. EA., PLUS OR MINUS ONE HALF OZ., 30 BREAST QUARTERS PER CS., NINE AND ONE HALF OZ. EA., PLUS OR MINUS ONE HALF OZ., INDIVIDUAL QUICK FROZEN NO WEIGHT FRYERS TO BE BLADE CUT, TAIL REMOVED, LEAF FAT REMOVED. PACKED 60 PIECES OF CHICKEN QUARTERS IN 4 HEAVY DUTY POLY BAGS PER CASE.
PACKER _____

AVG. WT. PER BREAST QUARTER _____

AVG. WT. PER LEG QUARTER _____

CHICKEN QUARTERS, IQF, NON-MARINATED. PLANT GRADE WILL BE ACCEPTABLE. PORTION WEIGH PACKED IN POLY BAGS, 30 LEGS QUARTERED PER CASE. 8.5OZ EACH, +/- .5OZ. 30 BREAST QUARTERS PER CASE. 9.5OZ EACH, +/- .5OZ. NO WEIGHT FRYERS TO BE BLADE CUT, TAIL REMOVED, LEAF FAT REMOVED. PACKED 60 PIECES OF CHICKEN QUARTERS IN 4 HEAVY DUTY POLY BAGS PER CASE

BRAND: TYSON
CODE: 3833-928

0017	39049-125161	LB	23.0000
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CHICKEN BREAST, SKINLESS, BONELESS, FROZEN, 4 OZ. PORTIONS, USDA GRADE A
BRAND, CODE _____ CASE, PACK _____
CHICKEN BREAST, SKINLESS, BONELESS, FROZEN, 4OZ PORTIONS, USDA GRADE A

BRAND: CON AGRA
CODE: 67455

0018	39063-0002XX	LB	66.4000
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CHICKEN BREASTS, SKINLESS, BONELESS, FROZEN
USDA GRADE A, WHOLE, NO MINCED, REFORMED OR PIECES.
BRAND, CODE _____ CASE, PACK _____
CHICKEN BREASTS, SKINLESS, BONELESS, FROZEN, USDA GRADE A, WHOLE. NO
MINCED, REFORMED OR PIECES

BRAND: HOUSE OF RAEFORD
CODE: 2291

0019	39063-0014XX	LB	37.3800
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CHICKEN PARTS, LEGS DRUMSTICK & THIGH INTACT OR DISJOINTED 6 TO 8 OZ
EACH, FRESH FROZEN. US GRADE A, MAY INCLUDE THE OYSTER BUT NOT THE
BACK SKIN. MUST BE LAYER PACKED.
BRAND, CODE _____ CASE, PACK _____
CHICKEN PARTS-LEGS, DRUMSTICKS AND THIGH INTACT OR DISJOINTED, 6 TO
8OZ EACH, FRESH FROZEN, USDA GRADE A, MAY INCLUDE THE OYSTER BUT NOT
THE BACK SKIN. MUST BE LAYER PACKED

BRAND: TYSON
CODE: 3825-928

0020	39063-0051XX	LB	25.8000
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CHICKEN LIVERS, FROZEN.
BRAND, CODE _____ CASE, PACK _____
FROZEN CHICKEN LIVERS

BRAND: ALLENS
CODE: 20600

0021	39063-121212	LB	94.0000
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CHICKEN PARTS, WINGS
CHICKEN PARTS, WINGS, 2 TO 3.5OZ EACH, FRESH ICE PACKED, US GRADE A
WING SHALL INCLUDE THE ENTIRE WING WITH ALL THE MUSCLE AND SKIN
TISSUE INTACT, EXCEPT THAT THE WING TIP MAY BE REMOVED. PRODUCTS WITH
METAL TAGS, CLIPS ON WINGS WILL NOT BE ACCEPTED. VALID USDA GRADING
CERTIFICATE MUST ACCOMPANY EACH DELIVERY

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BRAND: SANDERSON
CODE: 14701

0022	38544-00000X	LB	20.7000
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CHICKEN PATTIES, BREADED WHITE MEAT, FULLY COOKED, FROZEN, CN LABEL, 2 OZ. BREAST MEAT, WITH RIB MEAT ONLY, NO VPP ACCEPTABLE. NO FRITTER PRODUCT ACCEPTED. DRIED WHOLE EGG NOT TO EXCEED 5 PERCENT. GRADING CERTIFICATE NOT REQUIRED.

BRAND, CODE _____ CASE, PACK _____ OZ. MEAT _____
SUBMIT INGREDIENT LABEL WITH YOUR QUOTE

CHICKEN PATTIES, BREADED WHITE MEAT, FULLY COOKED, FROZEN, CN LABEL, 2OZ BREAST MEAT, WITH RIB MEAT ONLY, NO VPP ACCEPTABLE. NO FRITTER PRODUCT ACCEPTED. DRIED WHOLE LEG NOT TO EXCEED 5%. GRADING CERTIFICATE NOT REQUIRED.

BRAND: TYSON
CODE: 2376-928

0023	39049-051105	CS	14.4000
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HOT DOGS, TURKEY, 4 OZ. EACH, 10 LB./CASE.

HOT DOGS, TURKEY, 4OZ EACH, 10LB/CASE

BRAND: BUTTERBALL
CODE: 2265561886

0024	39049-125127	LB	3.1300
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TURKEY BREAST, RAW, BONELESS, FROZEN, RTC IN COOKING BAG, TWO, EIGHT TO NINE LB. PER CASE

BRAND, CODE _____ CASE, PACK _____

TURKEY BREAST, RAW, BONELESS, FROZEN, READY-TO-COOK (RTC) IN COOKING BAG, TWO (2) 8-9LBS PER CASE

BRAND: BUTTERBALL
CODE: 2265561945

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0025	39063-3333XX	LB	53.6400
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TURKEY BREAST, WHOLE, UNCOOKED, SKIN ON, FROZEN, NON BASTING, 9 TO 12 LB WEIGHT RANGE, USDA GRADE A, VALID GRADING CERTIFICATE MUST ACCOMPANY EACH DELIVERY.

BRAND, CODE _____ CASE, PACK _____
WHOLE TURKEY BREAST, UNCOOKED, SKIN ON, FROZEN, NON-BASTING, 9-12LB WEIGHT RANGE, USDA GRADE A, VALID GRADING CERTIFICATE MUST ACCOMPANY EACH DELIVERY

BRAND: KOCH
CODE: 8666651

0026	39063-3381XX	LB	84.5000
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TURKEYS, YOUNG TOM, FRESH WHOLE WITH GIBLETS, FROZEN, 24 TO 26 LBS., "NON-BASTING", READY TO COOK. US GRADE A, EACH BIRD PACKED IN SNUGLY FITTED PLASTIC BAG OF SUITABLE STRENGTH WITH AIR EXHAUSTED AND PLACED IN GOOD COMMERCIAL CONTAINER.

BRAND, CODE _____ CASE, PACK _____
TURKEYS, YOUNG TOM, FRESH WHOLE WITH GIBLETS, FROZEN, 24-26LBS, NON-BASTING, READY-TO-COOK, USDA GRADE A, EACH BIRD PACKED IN SNUGLY FITTED PLASTIC BAG OF SUITABLE STRENGTH WITH AIR EXHAUSTED AND PLACED IN GOOD COMMERCIAL CONTAINER, VALID GRADING CERTIFICATE MUST ACCOMPANY EACH DELIVERY

BRAND: CAROLINA
CODE: 5536525

0027	38530-0035XX	LB	28.2000
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EGGS WHOLE FROZEN CITRIC ACID ADDED USDA APPROVED CONTAINER 30 LB.

0028	38530-0036XX	CS	33.0000
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EGGS WHOLE FROZEN CITRIC ACID ADDED 6-5 LB USDA APPROVED CONTAINERS/CASE

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0029	39056-001500	CS	23.7200	
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MARGARINE TRANS FAT FREE, PTS, 30 #/CS

MARGARINE, TRANS FAT FREE, 1LB

BRAND/CODE: OASIS 35849
30LB/CASE

0030	39056-0015XX	LB	21.1000	
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MARGARINE, 1 LB. PRINTS, 30 LB. CASE, ALL VEGETABLE.

BRAND, CODE _____ CASE, PACK _____

MARGARINE, ALL VEGETABLE, 1LB PRINTS

BRAND/CODE: OASIS 35847
30LB/CASE

0031	39056-0020XX	LB	18.9000	
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MARGARINE REDDIES, WITH TOP, 90 PATS TO LBS., 12 LB. CASE, ALL VEGETABLE

BRAND, CODE _____ CASE, PACK _____

MARGARINE REDDIES, ALL VEGETABLE, 90 PATS TO LBS

BRAND/CODE: SOMMERMAID 35848
12LB CASE

0032	39056-006006	CS	21.8900	
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MARGARINE CUPS, TRANS FAT FREE 600/5MG/CS

MARGARINE CUPS, TRANS FAT FREE

BRAND/CODE: SMART BALANCE 35850
600/5MG/CASE

0033	39056-121210	CS	18.7500	
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MARGARINE SOLIDS

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MARGARINE SOLIDS

BRAND/CODE: OASIS 35851
30/1 LB PER CASE

0034	39056-121213	CS	27.5800
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MARGARINE, LIQUID, 2/17.5 LB. PER.CASE

LIQUID MARGARINE

BRAND/CODE: SOMMERMAID 60020
2/17.5LB PER CASE

0035	39007-002501	CS	52.6000
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CHEESE, CHEDDAR SHREDDED

SHREDDED CHEDDAR CHEESE

BRAND/CODE: SOMMERMAID 5804
5LB/4 CASE

0036	39007-0006XX	CS	51.8000
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CHEESE MOZZARELLA, SHREDDED, 5LB 4 CASE
SHREDDED MOZZARELLA CHEESE

BRAND/CODE: BIERY 5804
5LB/4 PER CASE

0037	39007-0020XX	LB	13.2000
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CHEESE, PROCESSED AMERICAN YELLOW, 5 LB. BLOCKS. U.S.D.A. GRADE A
STAMP ON CASE OR BLOCK PACKAGE MUST CONTAIN REAL CHEESE SYMBOL.

BRAND/CODE _____ CASE, PACK _____

PRODUCT BID HAS USDA GRADE A STAMP YES _____ NO _____

PROCESSED YELLOW AMERICAN CHEESE, USDA GRADE A STAMP ON CASE OR
BLOCK, MUST CONTAIN REAL CHEESE SYMBOL

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BRAND/CODE: SOMMERMAID 6308
5LB BLOCK

0038	39007-0025XX	CS	39.0000
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CHEESE, PROCESSED AMERICAN YELLOW, SLICED, 160 COUNT. US GRADE A
STAMP ON CASE OR BLOCK PACKAGE MUST CONTAIN REAL CHEESE SYMBOL.
BRAND, CODE _____ CASE, PACK _____
_____ PRODUCT BID HAS USDA GRADE A STAMP YES _____
NO _____

PROCESSED YELLOW AMERICAN CHEESE, SLICED, 160 COUNT, USDA GRADE A
STAMP ON CASE OR BLOCK, MUST CONTAIN REAL CHEESE SYMBOL

BRAND/CODE: SOMMERMAID 6410
4/5LB

0039	39007-0035XX	LB	26.5000
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CHEESE, CHEDDAR, AGED FLATS.
BRAND, CODE _____ CASE, PACK _____
CHEDDAR CHEESE, AGED FLATS

BRAND/CODE: LAUBSCHER 5241
10LB CASE

0040	39007-0041XX	LB	91.4000
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CHEESE, LOW FAT SWISS REDUCED FAT AND SALT FOUR, FIVE LB
BRAND, CODE _____ CASE, PACK _____
LOW FAT SWISS CHEESE, REDUCED FAT AND SALT

BRAND/CODE: ALPINE 4911
4/5LB PER CASE

0041	39007-0042XX	LB	56.2000
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CHEESE, CHEDDAR, SHREDDED, 5 LB, 4 PER CASE
BRAND, CODE _____ CASE, PACK _____

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SHREDDED CHEDDAR CHEESE, SEMI-HARD, PART SKIM MILK, 5OZ FAT OR LESS

BRAND/CODE: LANDOLAKES 5262
4/5LBS PER CASE

0042	39007-0043XX	LB	87.7000
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CHEESE, PROCESSED AMERICAN YELLOW, SLICED, LOW FAT, 160 COUNT. US
GRADE A STAMP ON CASE OR BLOCK PACKAGE MUST CONTAIN REAL CHEESE
SYMBOL.

BRAND, CODE _____ CASE, PACK _____
_____ PRODUCT BID HAS USDA GRADE A STAMP YES _____
NO _____

SLICED AMERICAN CHEESE, PROCESSED, 160 COUNT, USDA GRADE A STAMP ON
CASE/BLOCK PACKAGE, MUST CONTAIN REAL CHEESE SYMBOL

BRAND/CODE: LANDOLAKES 3700
4/5LBS

0043	39007-0045XX	CS	52.9000
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CHEESE, CREAM, 3 LB. BLOCKS.

BRAND, CODE _____ CASE, PACK _____
CREAM CHEESE

BRAND/CODE: PHILADELPHIA 2502
10/3LB

0044	39007-600410	CS	45.6000
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CHEESE, MOZZARELLA, 4,5 LBS

BRAND, CODE _____ CASE, PACK _____
MOZZARELLA CHEESE

BRAND/CODE: SOMMERMAID 5802
4/5LB

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0045	39007-0050XX	LB	160.4000
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CHEESE, PROVOLINE, PROCESSED, LOW FAT, THREE, TWELVE POUND
BRAND, CODE _____ CASE, PACK _____
PROVOLONE CHEESE, PROCESSED, LOW-FAT

BRAND/CODE: ALPINE 5846
3/12LB PER CASE

0046	38530-0051XX	LB	39.6000
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EGG PRODUCT, 100 PERCENT EGG WHITES
BRAND, CODE _____ CASE, PACK _____
EGG PRODUCT, 100% EGG WHITES

BRAND/CODE: PAPPETTI 35614
6/5LB

0047	38530-500000	CS	52.5000
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EGG SUBSTITUTE, FROZEN, 99% EGG WHITE, MINIMUM. 0 GRAMS FAT, 0
MILLIGRAMS CHOLESTEROL. MAXIMUM SODIUM CONTENT 90 MG/2 OZ.
SERVING.

PASTURIZED

BRAND/CODE: _____ CASE PACK: _____
EGG SUBSTITUTE, FROZEN, 99% EGG WHITE MINIMUM, 0G OF FAT, 0MG
CHOLESTEROL, MAXIMUM SODIUM CONTENT 90MG/2OZ

BRAND/CODE: DEBEL 31012
6/5LBS

0048	39049-125134	LB	69.6000
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HAM, BONELESS, CURED & SMOKED, WATER ADDED, STYLE C, 10-12 LB. EACH, PACKED
3-4 HAMS PER CASE

HAM, BONELESS, CURED AND SMOKED, WATER ADDED, STYLE C, WEIGHT RANGE
10-12LB EACH, CHILLED, IMPS 505

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BRAND/CODE: FARMLAND 125500
3-4 HAMS PER CASE

END OF ITEM LIST

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

A. 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 OF 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 NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

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

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

(D) 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 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

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TERMS (cont'd):

ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

- (E) CONTRACTOR BEARS THE RISK OF DETERMINING 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 BEEN FORCED AGAINST THE STATE OF MARYLAND.

ELECTRONIC TRANSACTION FEE:

A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION 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.

B.

THE ELECTRONIC TRANSACTION 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, LISA MCDONALD AT LISA.MCDONALD@MARYLAND.GOV, AND TO EBONY SALAKO AT AWAWU.SALAKO@MARYLAND.GOV.

- C. FAILURE TO REMIT TRANSACTION 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.

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

PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO LATER THAN 30 DAYS AFTER THE STATE'S RECEIPT OF A PROPER INVOICE FROM THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND

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TERMS (cont'd):

PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC SERVICE COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC UTILITIES, AS APPLICABLE, ARE PROHIBITED.

INVOICES:

FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES (COMPANY NAME) SHALL SUBMIT AN ORIGINAL INVOICE TO THE AGENCY FOR PAYMENT. VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT SOLICITED BY THE DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE.

UPON ACCEPTANCE OF A BID, THE PROCUREMENT OFFICER MAY ISSUE A BLANKET PURCHASE ORDER (BPO), IN A FORM TO BE DETERMINED BY THE DEPARTMENT, TO THE BIDDER ACCEPTING THE BID AND BINDING THE BIDDER TO A CONTRACT. THE EXECUTION AND ISSUANCE OF A BPO BY THE PROCUREMENT OFFICER, SUBJECT TO ALL NECESSARY APPROVALS, SHALL CONSTITUTE ACCEPTANCE OF THE BID AND FINAL AWARD OF THE CONTRACT. THE CONTRACT OF THE PARTIES WILL BE EMBODIED IN THE CONTRACT DOCUMENTS, WHICH SHALL CONSIST OF THE EXECUTED BPO OF THE PROCUREMENT OFFICER, INCLUDING ALL DOCUMENTS, TERMS, AND CONDITIONS INCORPORATED INTO THOSE DOCUMENTS BY THE TERMS OF THE SOLICITATION, THE BPO, THE BID, OR BY OPERATION OF LAW, AND THE EXECUTED BID OF THE BIDDER. IF THE PROCUREMENT OFFICER ISSUES A BPO, AT THE OPTION OF THE PROCUREMENT OFFICER IT WILL NOT BE NECESSARY FOR THE BIDDER TO EXECUTE THE BPO OR ANY OTHER FORM OF CONTRACT OR AGREEMENT. THE PROCUREMENT OFFICER MAY REQUIRE THAT THE PARTIES BOTH EXECUTE A SINGLE DOCUMENT AS THE EMBODIMENT OF THE CONTRACT BETWEEN THE PARTIES.

***** LAST PAGE *****

AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE