BLANKET PURCHASE ORDER
STATE OF MARYLAND

BPO NO: 001B0600042 PRINT DATE: 04/23/21 PAGE: 01

SHIP TO:
AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
GARBER ICE CREAM CO INC
360 FRONT ROYAL PIKE
WINCHESTER, VA 22602
(540) 662-5422 EXT 11

REFER QUESTIONS TO:
ALLEGRA DAYE
(410) 767-4032
ALLEGRA.DAYE1@MARYLAND.GOV

ITB:
EXPR DATE: 12/31/21
POST DATE: 07/29/19
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.

*****************************************************************
STATEWIDE - REGIONAL CONTRACT FOR ICE CREAM
FOR
WESTERN MARYLAND REGION
******************************************************************

AMENDMENT# 2: CONTRACT EXTENDED UNTIL 12/31/2021.

AMENDMENT #1: CONTRACT EXTENDED: AUGUST 1, 2020 - JANUARY 31, 2021

THIS IS THE FINAL RENEWAL AGAINST CONTRACT 001B6400075.

CONTRACT TERM: BEGINNING AUGUST 1, 2019 THROUGH JULY 31, 2020,
WITH THE SAME TERMS, CONDITIONS AND PRICE.

OPTION YEAR 1: AUGUST 1, 2018 - JULY 31, 2019
OPTION YEAR 2: AUGUST 1, 2019 - JULY 31, 2020

TO FURNISH THE STATE OF MARYLAND AGENCIES WITH THEIR REQUIREMENTS FOR ICE CREAM, SHERBET AND NOVELTIES FOR THE DURATION OF THE CONTRACT.

ITEMS MAY BE ADDED OR DELETED FROM THE CONTRACT AS REQUIRED.

THIS CONTRACT IS A FIXED PRICE CONTRACT WITH ADJUSTMENT. PRICE ADJUSTMENTS WILL BE ALLOWED PER THE TERMS BELOW UNDER "PRICE ESCALATION/DE-ESCALATION."

*** CONTINUED, NEXT PAGE ***
TERMS (cont’d):

SCOPE OF USERS:
WESTERN REGION – WESTERN, MARYLAND; (INCLUDING, BUT NOT LIMITED TO:
WESTERN MARYLAND HOSPITAL CENTER; MARYLAND CORRECTIONAL INSTITUTE –
HAGERSTOWN; WESTERN CORRECTIONAL INSTITUTE; MARYLAND SCHOOL FOR THE
DEAF – FREDERICK; DEPARTMENT OF JUVENILE JUSTICE YOUTH CENTERS AT
SAVAGE MOUNTAIN; BACKBONE MOUNTAIN, MEADOW MOUNTAIN, GREEN RIDGE YOUTH
FACILITY; AND WESTERN MARYLAND CHILDREN'S CENTER.

PROCESSING FEE
1.
CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT
OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE
IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT,
MINUS, ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE
CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE
OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACTS UNIT PRICES.

2.
THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL
SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309,
BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE
END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT
DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY
USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER AND THE
EMM ACCOUNTANT, AWAU SALAKO, AT AWAU.SALAKO@MARYLAND.GOV

3.
FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE
OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENT MAY RESULT
IN THE STATE EXERCISING ALL RECURSE AVAILABLE UNDER
THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY
AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED
BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL
COSTS ASSOCIATED WITH THE AUDIT UP TO $10,000.00 OR ONE (1%)
PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICH EVER
IS HIGHER.

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

PRICE ESCALATION/DE-ESCALATION: ALL PRICES QUOTED MUST REMAIN FIRM
FOR A MINIMUM OF 180 CALENDAR DAYS FROM THE EFFECTIVE DATE OF THE
CONTRACT. UPON WRITTEN REQUEST TO THE PROCUREMENT OFFICER, PRICE
ESCALATIONS WILL BE CONSIDERED ONLY AT THE END OF THIS PERIOD AND ONLY
WHERE VERIFIED TO THE SATISFACTION OF THE PROCUREMENT OFFICER.

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THE REQUEST MUST BE RECEIVED AT LEAST FIFTEEN (15) CALENDAR DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE INCREASE. THE STATE RESERVES THE RIGHT TO ACCEPT OR REJECT SUCH INCREASE WITHIN FIFTEEN (15) CALENDAR DAYS. IF REJECTED, THE SUPPLIER MAY CANCEL WITHIN THIRTY (30) CALENDAR DAYS OF THE DATE OF SAID REJECTION WITH FIFTEEN (15) DECREASE IN PRICE, EITHER BY REASON OF MARKET CHANGE OR OTHER CONDITIONS, THE STATE OF MARYLAND SHALL BE NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASE.

THE PRICE INCREASE WILL BE BASED ON THE U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS (BLS) PRODUCER PRICE INDEX (PPI) FOR ICE CREAM AND FROZEN DESSERTS, NUMBER WPU023402 NOT SEASONALLY ADJUSTED FOUND AT WWW.BLS.GOV/PPI/. THE INCREASE WILL BE BASED ON THE MOST RECENT SIX-MONTH STATISTICS AVAILABLE ON THE BLS WEBSITE AT THE TIME OF THE REQUEST.

DELIVERY: THE CONTRACTOR SHALL PROVIDE SUITABLE LOCKING FREEZER, AT NO ADDITIONAL COST, UPON REQUEST OF EACH USING AGENCY FOR THE DURATION OF THE CONTRACT.

AGENCIES WILL ESTABLISH DELIVERY SCHEDULES WITH THE CONTRACTOR.

AGENCIES WILL ENDEAVOR TO USE CONTRACTORS ESTABLISHED ROUTE DELIVERY SCHEDULES AS MUCH AS PRACTICAL.

AGENCIES SHALL PLACE ORDERS SO AS TO PERMIT VENDOR SUFFICIENT TIME TO PROCESS ORDER AND DELIVERIES WILL BE SCHEDULED ACCORDING TO REGULAR DELIVERY DAYS FROM EACH LOCATION.

MINIMUM DELIVERY SCHEDULE: TWO (2) DAYS PER WEEK.

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CHIPWICH, COOKIE TYPE WAFER SANDWICH WITH CHOCOLATE CHIP COATED ICE CREAM.
WESTERN MARYLAND REGION

| 0002   | 38045-100005     | CS  | 8.4800    |

ICE CREAM SANDWICH, NEOPOLITAN ICECREAM, 24,5 OZ.

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**ICE CREAM SANDWICH, NEOPOLITAN ICE CREAM, 24/5 OUNCE**
WESTERN MARYLAND REGION

**ICE CREAM ECLAIR, CHOCOLATE, 24/3OZ.**
**ICE CREAM ECLAIR, CHOCOLATE, 3 OUNCE MINIMUM**
WESTERN MARYLAND REGION

**ICE CREAM: BULK, 2 1/2 OR 3 GAL.**
**ICE CREAM, BULK, 2 1/2 OR 3 GALLON**
WESTERN MARYLAND REGION

**ICE CREAM: STYROFOAM CUPS, 4 FLUID OUNCES**
**ICE CREAM, STYROFOAM CUPS, 4 FLUID OUNCES**
WESTERN MARYLAND REGION

**ICE CREAM CONES: FILLED WITH VANILLA ICE CREAM, CHOCOLATE COATED, WITH NUTS.**
**ICE CREAM CONES, FILLED WITH VANILLA ICE CREAM, CHOCOLATE COATED, WITH NUTS, NUTTY BUDDY OR APPROVED EQUAL.**
WESTERN MARYLAND REGION

**FRUIT BAR**
FROZEN FRUIT JUICE BAR WITH STICK, 2 1/2 OUNCE, MINIMUM. NUTRITION FACTS: SERVING SIZE 1 BAR, 113.4G, SERVING 1, CALORIES 80, FAT CALORIES 0, TOTAL FAT 0G, TOTAL CRB. 21G, SAT. FAT 0G, DIETARY FIBER 0G, CHOLESTEROL 0MG, SUGARS 21G, SODIUM 0MG, PROTEIN 0G. QUIESCENTLY

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**FROZEN FRUIT BAR INGREDIENTS**

PINEAPPLE OR ASSORTED FLAVORS, WATER, FRUCTROSE AND/OR SUGAR CITRIC ACID, NATURAL VEGETABLE STABILIZERS, GUAR GUM, ZANTHAN GUM AND CAROB BEAN GUM, NATURALLY COLORED WITH TUMERIC. NO ARTIFICIAL COLORS, FLAVORS OR PINEAPPLE, STRAWBERRY, CHERRY AND LIME.

WESTERN MARYLAND REGION

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ICE CREAM CUP, 4 OZ., STYROFOAM, FAT FREE, NO SUGAR ADDED
ICE CREAM, FUDGE STICK, 24 PER BOX, RICH FUDGE FRENZY BAR
WESTERN MARYLAND REGION

ICE CREAM, TWIN ICE POP, 24 BOX
FROZEN BAR CONFECTION, WATER ICE, WITH STICK, SINGLE OR TWIN, 3 OUNCE MINIMUM
WESTERN MARYLAND REGION

ICE CREAM CUPS, 5 OZ.
ICE CREAM CUPS, CHOCOLATE SUNDAE, 5 OZ.
WESTERN MARYLAND REGION

STRAWBERRY SHORTCAKE ICE CREAM BAR
STRAWBERRY SHORTCAKE ICE CREAM BAR, 3 OZ. MINIMUM
WESTERN MARYLAND REGION

KLONDIKE KRUNCH ICE CREAM BAR
KLONDIKE KRUNCH ICE CREAM BAR BRAND/CODE; BLUE BUNNY HEATH BAR
CASE/PACK 24/CS
WESTERN MARYLAND REGION

WATER ICE, STYROFOAM CUPS, ASSORTED FLAVORS, 4 OUNCES

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Baltimore Metro Region

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