BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B1600102 PRINT DATE: 08/25/20 PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
MARTINIFoods
9001 EAST HAMPTON DR

CAPITAL HEIGHTS, MD 20743
(301) 336-4600

REFER QUESTIONS TO:
KIMBERLY HACKETT
(410) 767-0788
KIMBERLY.HACKETT@MARYLAND.GOV

ITB: 
EXPR DATE: 10/31/21
POST DATE: 08/25/20
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.

******************************************************************************************************************************************
** MODIFICATION #2: ADJUST PRICE TO PER POUND PRICE ON ITEM 0024, EFFECTIVE 5/01/18. **
******************************************************************************************************************************************
** MODIFICATION #1: ADDED LINES 0027 AND 0028, EFFECTIVE 2/09/18. **
******************************************************************************************************************************************

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

THIS IS (1) ONE OF (2) TWO RENEWAL OPTIONS.

CONTRACT TERM: NOVEMBER 1, 2020 THROUGH OCTOBER 31, 2021, WITH THE SAME TERMS, CONDITIONS, AND PRICE.

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

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

VENDOR NAME: STANLEY FOODS

VENDOR CONTACT: JORDAN SPECTOR

TELEPHONE: 301-336-4600

VENDOR EMAIL ADDRESS: JORDAN@STANLEYFOODSINC.COM

THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT FOR ONE (1) ADDITIONAL ONE (1) YEAR TERM WITH THE SAME TERMS AND CONDITIONS.

OPTION YEAR 2: NOVEMBER 1, 2021 - OCTOBER 31, 2022

BUY AMERICAN PROVISION:

PURSUANT TO 7 CFR PART 210.21(D), THE BUY AMERICAN PROVISION REQUIRES SCHOOL FOOD AUTHORITIES (SFA) TO PURCHASE, TO THE MAXIMUM EXTENT POSSIBLE, DOMESTIC COMMODITIES OR PRODUCTS. A DOMESTIC COMMODITY OR PRODUCT IS ONE THAT IS MANUFACTURED OR GROWN IN THE UNITED STATES AND PROCESSED IN THE U.S. USING SUBSTANTIAL AGRICULTURAL COMMODITIES THAT ARE PRODUCED IN THE UNITED STATES. SUBSTANTIAL MEANS THAT OVER 51% OF THE FINAL PROCESSED PRODUCT CONSISTS OF AGRICULTURAL COMMODITIES THAT WERE GROWN DOMESTICALLY. ADDITIONALLY, THE BUY AMERICAN PROVISION REQUIRES THAT ALL PRODUCTS NORMALLY PURCHASED BY A FOOD DISTRIBUTOR AS NON-DOMESTIC, AND ARE PROPOSED TO FULFILL CONTRACT REQUIREMENTS, MUST BE IDENTIFIED WITH THE COUNTRY OF ORIGIN. THESE PRODUCTS MUST ALSO BE MARKED OR NOTED ON INVOICES SO THAT RECEIVING ENTITIES MAY CLEARLY IDENTIFY THE PRODUCTS AT THE TIME OF DELIVERY. VENDORS MUST MAKE ALL ATTEMPTS TO SUPPLY FOOD PER FEDERAL REGULATIONS THAT REQUIRE FOODS TO BE OF DOMESTIC ORIGIN TO THE MAXIMUM EXTENT POSSIBLE.

MARYLAND LAW PREVAILS:
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/EFFICIENT, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

SCOPE OF CONTRACT:

*** CONTINUED, NEXT PAGE ***
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 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/PII/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

*** CONTINUED, NEXT PAGE ***
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' 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
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, WHICHERVER 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 PERMISSIBLE DELAYS DUE TO UNFORSEEN 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 FOR THE POINT OR POINTS SPECIFIED PRIOR

*** CONTINUED, NEXT PAGE ***
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 EXPEDITIOUS 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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CHEESE, CREAM, INDIVIDUAL 200 PER CASE

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<td>BEEF, DRIED, CHIPPED, END AND PIECES, BULK PACKED IN 6 OR 10 LB. CTNS OR CANS, CHILLED, IMPS 620</td>
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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

**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

**PEPPERONI, SLICED, FROZEN**
SLICED PEPPERONI, FROZEN, 2/12.5LB
BRAND: HORMEL
CODE: 26777 10549

**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

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SEPARATORS BTWN LAYERS IS NOT REQUIRED, IMPS 816

**BRAND:** BERKS
**CODE:** 2090

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0010  39049-3030XX  LB  22.0000

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

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0011  39049-2485XX  LB  24.5000

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**

**BRAND:** ECKRICH
**CODE:** 32238

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0012  39049-XXXXXX  PK  35.8000

HAM

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

**BRAND:** HORMEL

*** CONTINUED, NEXT PAGE ***
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<td>LOIN, REGULAR, WR 14/18 LBS. FROZEN IMPS 410</td>
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<td>BACON PRE COOKED 300 COUNT/CASE</td>
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<td>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</td>
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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

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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

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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 RAIFORD

CODE: 2291

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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, DRUMSTICK & THIGH INTACT OR DISJOINTED, 6 TO 8 OZ 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

CHICKEN LIVERS, FROZEN.
BRAND, CODE _______________ CASE, PACK _______________
FROZEN CHICKEN LIVERS

BRAND: ALLENS
CODE: 20600

0021  39063-121212  LB  94.0000

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

BRAND: SANDERSON
CODE: 14701

0022  38544-00000X  LB  20.7000

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

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<table>
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<th>LINE #</th>
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</thead>
<tbody>
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</table>

CHICKEN PATTIES, BREADED WHITE MEAT, FULLY COOKED, FROZEN, CN LABEL, 20Z 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

<table>
<thead>
<tr>
<th>0023</th>
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</table>

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

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

**BRAND:** BUTTERBALL  **CODE:** 2265561886

<table>
<thead>
<tr>
<th>0024</th>
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</thead>
</table>

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

<table>
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<tr>
<th>0025</th>
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</table>

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:** KOCHE  **CODE:** 8666651
<table>
<thead>
<tr>
<th>LINE #</th>
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<tbody>
<tr>
<td>0026</td>
<td>39063-3381XX</td>
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</table>

**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   |

**EGGS WHOLE FROZEN CITRIC ACID ADDED USDA APPROVED CONTAINER 30 LB.**

| 0028  | 38530-0036XX  | CS  | 33.0000   |

**EGGS WHOLE FROZEN CITRIC ACID ADDED 6-5 LB USDA APPROVED CONTAINERS/CASE**

| 0029  | 39056-001500  | CS  | 23.7200   |

**MARGARINE TRANS FAT FREE, PTS, 30 #/CS**

**MARGARINE, TRANS FAT FREE, 1LB**

**BRAND/CODE:** OASIS 35849  
**30LB/CASE**

| 0030  | 39056-0015XX  | LB  | 21.1000   |

**MARGARINE, 1 LB. PRINTS, 30 LB. CASE, ALL VEGETABLE.**

**BRAND, CODE**
**CASE, PACK**

**MARGARINE, ALL VEGETABLE, 1LB PRINTS**

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<thead>
<tr>
<th>LINE #</th>
<th>STATE ITEM ID</th>
<th>U/M</th>
<th>UNIT COST</th>
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</thead>
</table>

**BRAND/CODE:** OASIS 35847
30LB/CASE

0031 39056-0020XX LB 18.9000

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

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

MARGARINE SOLIDS
MARGARINE SOLIDS

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

0034 39056-121213 CS 27.5800

MARGARINE, LIQUID, 2/17.5 LB. PER.CASE

LIQUID MARGARINE

**BRAND/CODE:** SOMMERMAID 60020
2/17.5LB PER CASE
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<td>CHEESE, CHEDDAR SHREDDED</td>
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<td>SHREDDED CHEDDAR CHEESE</td>
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<td>BRAND/CODE: SOMMERMAID 5804</td>
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<td>5LB/4 CASE</td>
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<td>0036</td>
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<td>CHEESE MOZZARELLA, SHREDDED, 5LB 4 CASE</td>
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<td>SHREDDED MOZZARELLA CHEESE</td>
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<td>BRAND/CODE: BIERY 5804</td>
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<td>5LB/4 PER CASE</td>
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<tr>
<td>0037</td>
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<td>CHEESE, PROCESSED AMERICAN YELLOW, 5 LB. BLOCKS. U.S.D.A. GRADE A STAMP ON CASE OR BLOCK PACKAGE MUST CONTAIN REAL CHEESE SYMBOL.</td>
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<td>5LB BLOCK</td>
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<td>0038</td>
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<td>CHEESE, PROCESSED AMERICAN YELLOW, SLICED, 160 COUNT. US GRADE A STAMP ON CASE OR BLOCK PACKAGE MUST CONTAIN REAL CHEESE SYMBOL.</td>
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<td>BRAND/CODE: SOMMERMAID 6410</td>
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<td>0039 39007-0035XX</td>
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<td>CHEESE, CHEDDAR, AGED FLATS.</td>
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<td>BRAND/ CODE CASE, PACK</td>
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<td>CHEDDAR CHEESE, AGED FLATS</td>
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<td>BRAND/ CODE: LAUBSCHER 5241</td>
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<td>0040 39007-0041XX</td>
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<td>LOW FAT SWISS CHEESE, REDUCED FAT AND SALT</td>
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<td>BRAND/ CODE: ALPINE 4911</td>
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<td>SHREDDED CHEDDAR CHEESE, SEMI-HARD, PART SKIM MILK, 5OZ FAT OR LESS</td>
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<td>4/5LBS PER CASE</td>
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<td>0042 39007-0043XX</td>
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<td>CHEESE, PROCESSED AMERICAN YELLOW, SLICED, LOW FAT, 160 COUNT. US GRADE A STAMP ON CASE OR BLOCK PACKAGE MUST CONTAIN REAL CHEESE SYMBOL.</td>
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<td>BRAND/ CODE CASE, PACK</td>
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<tr>
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<td>PRODUCT BID HAS USDA GRADE A STAMP YES NO</td>
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<tr>
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<td>SLICED AMERICAN CHEESE, PROCESSED, 160 COUNT, USDA GRADE A STAMP ON</td>
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CASE/BLOCK PACKAGE, MUST CONTAIN REAL CHEESE SYMBOL

BRAND/CODE: LANDOLAKES 3700
4/5LBS

0043  39007-0045XX  CS  52.9000

CHEESE, CREAM, 3 LB. BLOCKS.
BRAND, CODE ____________________ CASE, PACK ____________________
CREAM CHEESE

BRAND/CODE: PHILADELPHIA 2502
10/3LB

0044  39007-600410  CS  45.6000

CHEESE, MOZZARELLA, 4.5 LBS
BRAND, CODE ____________________ CASE, PACK ____________________
MOZZARELLA CHEESE

BRAND/CODE: SOMMERMAID 5802
4/5LB

0045  39007-0050XX  LB  160.4000

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

EGG PRODUCT, 100 PERCENT EGG WHITES
BRAND, CODE ____________________ CASE, PACK ____________________
EGG PRODUCT, 100% EGG WHITES

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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: DEBEL 31012 6/5LBS |
| 0048 | 39049-125134 | LB | 69.6000 |

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, IMS 505

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;

*** CONTINUED, NEXT PAGE ***
(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
    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
    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.

*** CONTINUED, NEXT PAGE ***
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 AWAHU.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 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 ORGINAL 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 SO LICITED 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.

*** CONTINUED, NEXT PAGE ***