**BLANKET PURCHASE ORDER**

**STATE OF MARYLAND**

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

**BPO NO:** 001B1600444  **PRINT DATE:** 12/15/21  **PAGE:** 01

**SHIP TO:**

AS SPECIFIED ON INDIVIDUAL ORDERS

<table>
<thead>
<tr>
<th>VENDOR ID:</th>
<th>REFER QUESTIONS TO:</th>
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<tbody>
<tr>
<td>FPC HOLDINGS INC</td>
<td>MATTHEW SMITH</td>
</tr>
<tr>
<td>6630 AMBERTON DR</td>
<td>(410) 767-3039</td>
</tr>
<tr>
<td>ELKRIDGE, MD</td>
<td><a href="mailto:MATTHEW.SMITH2@MARYLAND.GOV">MATTHEW.SMITH2@MARYLAND.GOV</a></td>
</tr>
<tr>
<td>(410) 579-1000</td>
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<tr>
<th>ITB:</th>
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<tr>
<td>001IT821179</td>
<td>06/01/24</td>
<td>.00</td>
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<td>04/30/21</td>
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**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.

**************************************************************************

INDEFINITE DELIVERY INDEFINITE QUANTITY
STATEWIDE CONTRACT FOR
DISPOSABLE & COMPOSTABLE FOOD SERVICE WARE PRODUCTS
**************************************************************************

MODIFICATION #2 COMPLETED TO UPDATE PRICING LIST. PLEASE REFER TO REVISED PRICING LIST DATED 12/14/2021.
ITEMS AFFECTED: ITEMS 1, 5, 6, 8, 9, 10, 13, 16, 17, 20, 22, 33-37, 42, 51, 54, 55, 57-60, 70, 74, 77, 85, 95, 96.

MODIFICATION #1 COMPLETED TO UPDATE PRICING LIST. PLEASE REFER TO REVISED PRICING LIST DATED 9/16/2021.
ITEMS AFFECTED: ITEMS 7, 13, 14, 15, 18, 20, 21, 23, 24, 26 - 31, 39, 40, 44-50, 53, 55, 61, 63, 64, 67, 69, 71, 75, 76, 83-88, 90, 92, 97 & 98.

CONTRACT PERIOD: THIS CONTRACT WILL BE FOR A THREE (3) YEAR PERIOD, BEGINNING JUNE 1, 2021 AND ENDING MAY 31, 2024 WITH TWO (2) ONE YEAR RENEWAL OPTIONS UPON THE WRITTEN CONSENT OF THE USING AGENCY, THE VENDOR AND THE DEPARTMENT OF GENERAL SERVICES.

VENDOR CONTACT: KURT SCHNITZER
VENDOR EMAIL: KURT.SCHNITZER@FPCSOLUTIONS.COM
VENDOR PHONE: 443-506-5096

MARYLAND LAW PREVAILS: THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.
RELEASE CLAUSE: QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USEAGE WILL BE FOR THE

*** CONTINUED, NEXT PAGE ***
ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE
ESTIMATED QUANTITIES. RELEASE SHALL BE MADE AS REQUESTED BY THE USING
AUTHORITY ON AN "AS-REQUIRED" BASIS.

DESIGNATED AGENCY & ADDITIONAL USER CLAUSE: ANY AGENCY OF THE STATE
OF MARYLAND IS AUTHORIZED TO PURCHASE FROM THIS CONTRACT.

ELECTRONIC TRANSACTION FEE:
1. 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.
2. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE OFFICE OF
   STATE PROCUREMENT, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET,
   ROOM 1309, BALTIMORE, MD 21201, THIRTY (30) DAYS AFTER THE END OF
   EACH REPORTING PERIOD ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING
   ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORTSHAL
   BE EMAILED TO: DGS.STATEWIDECONTRACTUSAGEREPORT@MARYLAND.GOV.
3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE
   OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN
   THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT
   INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT
   ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR
   SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP
   TO $10,000.00 OR ONE PERCENT (1%) OF THE CONTRACT'S ESTIMATED ANNUAL
   VALUE, WHICHEVER IS HIGHER.
4. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING
   THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC
   TRANSACTION FEE.

PURSUANT TO ARTICLE SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND
EXCEPT AS PROVIDED IN SIX (6) 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 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

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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.
(I) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON-PUBLIC
INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS
UNDER THIS CONTRACT.
(II) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO
BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED
TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER
PROVISION.
7. 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 AGAINST 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.
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 BE
ENFORCED AGAINST THE STATE OF MARYLAND.

CONTRACTOR SHALL COMPLY WITH ALL STATE LEGISLATION, STATUTES AND
REGULATIONS PERTAINING TO THE SALE AND PURCHASE OF FOOD SERVICE
PRODUCTS AS DESCRIBED IN ATTACHMENT H OF THE IFB.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR
COMMODITY CONTRACTS OVER $50,000" AND ALL SPECIFICATIONS, TERMS AND
CONDITIONS OF SOLICITATION #001IT821179 / BPM020339 INCORPORATED
HEREIN BY REFERENCE.

LINE #0001 OF THIS BPO REPRESENTS ALL OPTIONS AVAILABLE FOR PURCHASE
IN REFERENCE TO DISPOSABLE & COMPOSTABLE FOOD SERVICE PRODUCTS.
SEE COMPLETE LIST INCLUDING PRICING ON FPC HOLDINGS SPREADSHEET
LOCATED AT:
HTTPS://DGS.MARYLAND.GOV/PAGES/PROCUREMENT/BIDSWARDS.ASPX
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PLASTIC AND STYROFOAM PRODUCTS: CUPS, FORKS, PLASTIC COATED DISHES, PLASTIC FOOD WRAP, SANDWICH BAGS, SPOONS, STRAWS, DOILIES, ETC. DISPOSABLE & COMPOSTABLE FOOD SERVICE WARE PRODUCT

END OF ITEM LIST

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