

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6600136

PRINT DATE: 10/28/25

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

SODY ENTERPRISES INC
11116 BIRD RIVER GROVE ROAD

WHITEMARSH, MD 21162
(410)344-9106

REFER QUESTIONS TO:

TIERRA ALI-SAID
(410)767-0788
TIERRA.ALI-SAID1@MARYLAND.GOV

ITB: 001IT821486

EXPR DATE: 12/31/31
POST DATE: 10/28/25

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.

* STATEWIDE CONTRACT FOR *
* GROCERY PRODUCTS AND RELATED ITEMS *

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

CONTRACT TERMS: FIVE (5) YEAR BASE TERM WITH TWO (2) ONE-YEAR RENEWAL OPTIONS.

CONTRACT START DATE: 1/1/2026
CONTRACT END DATE: 12/31/2031

OPTION # 1 RENEWAL: 1/1/2031 - 12/31/2032
OPTION # 1 RENEWAL: 1/1/2032 - 12/31/2033

VENDOR NAME: SODY ENTERPRISES, INC.

VENDOR CONTACT (PRIMARY): WAYNE A. SODY

TELEPHONE: 443-286-9717

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6600136

PRINT DATE: 10/28/25

PAGE: 02

TERMS (cont'd):

VENDOR EMAIL ADDRESS: WAYNESODY1@COMCAST.NET

.

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/SHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

.

SCOPE OF CONTRACT:

.

REQUIREMENTS CONTRACT FOR SUPPLYING THE STATE OF MARYLAND AND USING AUTHORITIES WITH THEIR NEEDS FOR GROCERY PRODUCTS AND OTHER RELATED ITEMS.

.

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

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6600136

PRINT DATE: 10/28/25

PAGE: 03

TERMS (cont'd):

DOLLAR VALUE DURING THE CONTRACT PERIOD. CONTRACTORS MUST ACCEPT ORDERS FROM ALL STATE FACILITIES REGARDLESS OF ORDER AMOUNT. THE CONTRACTOR WILL NOT BE ENTITLED TO A CHANGE IN CONTRACT PRICING IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THE SOLICITATION. IF AN ORDERING AGENCY MAKES A REQUEST FOR ITEMS THAT ARE NOT ON THE CONTRACT, VENDOR IS ADVISED TO USE SIMILAR PRICING LINE FOR SUBSTITUTION ITEMS. REQUESTS MUST BE MADE IN WRITING.

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.

.
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 FOR PROCESSED FOODS AND FEEDS. THIS CAN BE FOUND AT [HTTPS://WWW.BLS.GOV/PPI/DATA.HTM](https://www.bls.gov/ppi/data.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 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.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6600136

PRINT DATE: 10/28/25

PAGE: 04

TERMS (cont'd):

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 IN REGULATIONS AND SPECIFICATIONS FOR GROCERY PRODUCTS AND RELATED ITEMS.

CASE/CONTAINER MUST BEAR USDA GRADE SEAL AND USDA CERTIFICATE MUST BE AVAILABLE UPON REQUEST. ALL OF THE GRADABLE ITEMS THAT ARE A PART OF THIS CONTRACT WILL BE SUBJECT TO PERIODIC USDA 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.

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

ALL PRODUCTS FURNISHED SHALL BE DATED WITH THE USE BY, SELL BY, BEST BY, EXPIRATION OR PRODUCTION DATE, PREFERABLY ON EACH INDIVIDUAL PRODUCT, BUT IN THE LEAST, EACH CASE. THESE DATES SHOULD BE CALENDAR DATES, NOT JULIAN DATES.

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

VENDOR IS REQUIRED TO REPLACE OR CREDIT AGENCY FOR ANY DAMAGED PRODUCTS (DENTED OR LEAKING CANS, LEAKING PRODUCTS, 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 PRODUCTS SHALL BE PICKED UP BY THE VENDOR WITHIN THIRTY (30) DAYS. AFTER THIRTY DAYS, THE AGENCY MAY DISCARD PRODUCT BUT THE AGENCY RETAINS THE RIGHT FOR REPLACEMENT, OR CREDIT WILL DEDUCTED FROM OPEN INVOICES.

SHELF LIFE:

- A) SIX (6) MONTHS- POWDERED MILK, DRIED FRUIT AND VEGETABLES, AND CRACKERS

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6600136

PRINT DATE: 10/28/25

PAGE: 05

TERMS (cont'd):

- B) ONE (1) YEAR- CANNED, CONDENSED MEAT AND VEGETABLE SOUPS, CANNED FRUITS, FRUIT JUICE AND CANNED VEGETABLES, PEANUT BUTTER, JELLY AND NUTS

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.

CONTRACTOR WILL BE RESPONSIBLE FOR ALL TRANSPORTATION, SHIPPING AND INSIDE DELIVERY CHARGES. DELIVERIES SHALL BE MADE AS REQUIRED BY THE USING AGENCY, BUT NOT MORE THAN THIRTY (30) DAYS AFTER RECEIPT OF ORDER. ALL ORDERS WILL BE SHIPPED AND BILLED DIRECTLY TO EACH USING AGENCY. 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 CHARGES WILL BE IN ADDITION TO ANY OPEN MARKET PROCUREMENT COSTS INCURRED BY THE AGENCY TO OBTAIN REPLACEMENT PRODUCT(S). THE CHARGES WILL BE DEDUCTED FROM OPEN VENDOR INVOICES.

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.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6600136

PRINT DATE: 10/28/25

PAGE: 06

TERMS (cont'd):

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR
COMMODITY CONTRACTS OVER \$100,000.00 ALL SPECIFICATIONS, TERMS AND
CONDITIONS OF SOLICITATION # BPM047105 / 001IT821486 INCORPORATED
HEREIN BY REFERENCE.

0001 39354-521002 CS 34.6500

ORANGE MANDARIN SECTIONS

MANDARIN ORANGES, CANNED, TO BE PACKED TO COMMERICAL ITEM
DESCRIPTION, WHOLE SEGMENTS, MEDIUM SIZE, CITRUS JUICE.

_____ END OF ITEM LIST _____

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

AUTHORIZED BY: *Tierra Ali Said* DATE: 10/28/2025
BUYER AUTHORIZED DESIGNEE