**BLANKET PURCHASE ORDER**

**STATE OF MARYLAND**

**BPO NO:** 001B8400191  **PRINT DATE:** 05/01/18  **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  **DISCOUNT TERMS:** .
**POST DATE:** 10/30/17  **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, MUNICIPALTIES, 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:

*** CONTINUED, NEXT PAGE ***
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

*** CONTINUED, NEXT PAGE ***
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. 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
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.
<table>
<thead>
<tr>
<th>LINE #</th>
<th>STATE ITEM ID</th>
<th>U/M</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>39007-0047XX</td>
<td>CS</td>
<td>49.0200</td>
</tr>
<tr>
<td></td>
<td>CHEESE, CREAM, INDIVIDUAL 200 PER CASE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>BRAND, CODE: KRAFT CODE: 83030</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002</td>
<td>39007-0048XX</td>
<td>CS</td>
<td>54.1000</td>
</tr>
<tr>
<td></td>
<td>CHEESE, CREAM, INDIVIDUAL 200 PER CASE, LOW FAT</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>BRAND, CODE: KRAFT CODE: 83898</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003</td>
<td>39049-2010XX</td>
<td>DZ</td>
<td>35.7000</td>
</tr>
<tr>
<td></td>
<td>PIES, INDIVIDUAL, CHICKEN, FROZEN, 24, 7 OZ.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>BRAND: BANQUET</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004</td>
<td>39049-121225</td>
<td>LB</td>
<td>35.7000</td>
</tr>
<tr>
<td></td>
<td>FISH, IMITATION CRAB</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>BRAND: TRIDENT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LINE #</td>
<td>STATE ITEM ID</td>
<td>U/M</td>
<td>UNIT COST</td>
</tr>
<tr>
<td>--------</td>
<td>---------------</td>
<td>-----</td>
<td>-----------</td>
</tr>
<tr>
<td>0005</td>
<td>39049-0256XX</td>
<td>LB</td>
<td>49.5000</td>
</tr>
<tr>
<td>0006</td>
<td>39049-2905XX</td>
<td>LB</td>
<td>36.7200</td>
</tr>
<tr>
<td>0007</td>
<td>39049-0001XX</td>
<td>LB</td>
<td>14.8500</td>
</tr>
<tr>
<td>0008</td>
<td>39049-815XEX</td>
<td>CS</td>
<td>85.8800</td>
</tr>
</tbody>
</table>

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

BRAND: KNAUSS
CODE: 98954

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

BRAND: BRYAN
CODE: 46350

**SPICED LUNCHEON MEAT, ALL PORK, CANNED, PRODUCT FORMULATED FROM 100% PORK SKELETAL MEAT, CANNED 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

*** CONTINUED, NEXT PAGE ***
<table>
<thead>
<tr>
<th>LINE #</th>
<th>STATE ITEM ID</th>
<th>U/M</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>0009</td>
<td>39049-1951XX</td>
<td>LB</td>
<td>24.5000</td>
</tr>
<tr>
<td></td>
<td>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</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>BRAND, CODE ___________________ CASE, PACK ___________________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0010</td>
<td>39049-3030XX</td>
<td>LB</td>
<td>22.0000</td>
</tr>
<tr>
<td></td>
<td>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</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>BRAND: BERKS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CODE: 2090</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0011</td>
<td>39049-2485XX</td>
<td>LB</td>
<td>24.5000</td>
</tr>
<tr>
<td></td>
<td>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</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>BRAND, CODE ___________________ CASE, PACK ___________________</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*** CONTINUED, NEXT PAGE ***
<table>
<thead>
<tr>
<th>LINE #</th>
<th>STATE ITEM ID</th>
<th>U/M</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>0012</td>
<td>39049-XXXXXX</td>
<td>PK</td>
<td>35.8000</td>
</tr>
<tr>
<td>0013</td>
<td>39049-2507XX</td>
<td>EA</td>
<td>108.5000</td>
</tr>
<tr>
<td>0014</td>
<td>39049-906XXX</td>
<td>LB</td>
<td>23.7000</td>
</tr>
<tr>
<td>0015</td>
<td>39049-0109XX</td>
<td>CS</td>
<td>36.8500</td>
</tr>
</tbody>
</table>

**HAM**

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

**LOIN, REGULAR, WR 14/18 LBS. FROZEN IMPS 410**

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

**BACON PRE COOKED 300 COUNT/CASE**

**BACON , PRE-COOKED, 300 COUNT/CASE**

*** CONTINUED, NEXT PAGE ***
<table>
<thead>
<tr>
<th>LINE #</th>
<th>STATE ITEM ID</th>
<th>U/M</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>0016</td>
<td>39049-702XXX</td>
<td>LB</td>
<td>70.9900</td>
</tr>
</tbody>
</table>

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.

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

<table>
<thead>
<tr>
<th>LINE #</th>
<th>STATE ITEM ID</th>
<th>U/M</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>0017</td>
<td>39049-125161</td>
<td>LB</td>
<td>23.0000</td>
</tr>
</tbody>
</table>

CHICKEN BREAST, SKINLESS, BONELESS, FROZEN, 4 OZ. PORTIONS, USDA GRADE A

BRAND: CON AGRA
CODE: 67455

<table>
<thead>
<tr>
<th>LINE #</th>
<th>STATE ITEM ID</th>
<th>U/M</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>0018</td>
<td>39063-0002XX</td>
<td>LB</td>
<td>66.4000</td>
</tr>
</tbody>
</table>

*** CONTINUED, NEXT PAGE ***
<table>
<thead>
<tr>
<th>LINE #</th>
<th>STATE ITEM ID</th>
<th>U/M</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>0019</td>
<td>39063-0014XX</td>
<td>LB</td>
<td>37.3800</td>
</tr>
<tr>
<td>0020</td>
<td>39063-0051XX</td>
<td>LB</td>
<td>25.8000</td>
</tr>
<tr>
<td>0021</td>
<td>39063-121212</td>
<td>LB</td>
<td>94.0000</td>
</tr>
</tbody>
</table>

**CHICKEN BREASTS, SKINLESS, BONELESS, FROZEN**
USDA GRADE A, WHOLE, NO MINCED, REFORMED OR PIECES.
BRAND: HOUSE OF RAEFORD
CODE: 2291

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: TYSON
CODE: 3825-928

CHICKEN LIVERS, FROZEN.
BRAND: ALLENS
CODE: 20600

CHICKEN PARTS, WINGS
CHICKEN PARTS, WINGS, 2 TO 3.5 OZ 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

*** CONTINUED, NEXT PAGE ***
### BLANKET PURCHASE ORDER

**STATE OF MARYLAND**

<table>
<thead>
<tr>
<th>LINE #</th>
<th>STATE ITEM ID</th>
<th>U/M</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>0022</td>
<td>38544-00000X</td>
<td>LB</td>
<td>20.7000</td>
</tr>
</tbody>
</table>

**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   |

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

BRAND: BUTTERBALL
CODE: 2265561886

| 0024   | 39049-125127       | LB  | 3.1300    |

**TURKEY BREAST**, RAW, BONELESS, FROZEN, RTC IN COOKING BAG, TWO, EIGHT TO NINE LB. PER CASE

BRAND: BUTTERBALL
CODE: 2265561945
BLANKET PURCHASE ORDER

STATE OF MARYLAND

BPO NO: 001B8400191 PRINT DATE: 05/01/18 PAGE: 12

<table>
<thead>
<tr>
<th>LINE #</th>
<th>STATE ITEM ID</th>
<th>U/M</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>0025</td>
<td>39063-3333XX</td>
<td>LB</td>
<td>53.6400</td>
</tr>
</tbody>
</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: KOCH
CODE: 8666651

| 0026   | 39063-3381XX  | LB  | 84.5000   |

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  | LB  | 33.0000   |

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

__________________________________________________________________________________

END OF ITEM LIST

FMS-S (4/96)
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 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

*** CONTINUED, NEXT PAGE ***
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 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,

*** CONTINUED, NEXT PAGE ***
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.


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