

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B9400016

**PRINT DATE:** 03/06/26

**PAGE:** 01

<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> GALLIKER DAIRY COMPANY 300 W INDUSTRIAL BLVD PO BOX 2189  CUMBERLAND, MD 21502 (301 )722-4410	<b>REFER QUESTIONS TO:</b>  TIERRA ALI-SAID (410 )767-0788 TIERRA.ALI-SAID1@MARYLAND.GOV	
<b>ITB:</b>	<b>EXPR DATE:</b> 12/31/26 <b>POST DATE:</b> 05/22/18	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> .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.

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\*\*\*\*\*  
STATEWIDE CONTRACT FOR MILK AND DAIRY PRODUCTS

WESTERN REGION

(REGION A)

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MODIFICATION # 1 - TO EXTEND THE CURRENT CONTRACT UNTIL 12/31/2025  
MODIFICATION # 2 - TO ADD SANDIE KOLESAR TO THE BPO CONTACT INFO.  
MODIFICATION # 3 - TO EXTEND THE CURRENT CONTRACT UNTIL 6/30/2026.  
MODIFICATION # 4 - TO EXTEND THE CURRENT CONTRACT UNTIL 12/31/2026.  
ORIGINAL: 001B6400087

FIRST: 001B9400084

FINAL: 001B9400016

### GEOGRAPHICAL LOCATION:

WESTERN MD (REGION A) - TO INCLUDE WASHINGTON; ALLEGANY; AND GARRETT COUNTIES (INCLUDING, BUT NOT LIMITED TO WESTERN MD HOSPITAL CENTER; WESTERN MD CHILDREN'S CENTER; MARYLAND CORRECTIONAL INSTITUTE - HAGERSTOWN; ROXBURY CORRECTIONAL INSTITUTION; SAVAGE MOUNTAIN YOUTH CENTER; GREEN RIDGE YOUTH CENTER; WESTERN CORRECTIONAL INSTITUTION; NORTH BRANCH CORRECTIONAL INSTITUTION; BACKBONE MOUNTAIN YOUTH CENTER; AND MEADOW MOUNTAIN YOUTH CENTER).

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### TERMS (cont'd):

SOUTHERN MD PRE-RELEASE UNIT; AND CHELTENHAM CORRECTIONAL).

#### VENDOR CONTACT(S):

VENDOR: GALLIKER DAIRY COMPANY

CONTACT: JULIA GALLIKER

PHONE#: 814-266-8702, EXT.2270, MOBILE: 248-977-2700

EMAIL ADDR: JGALLIKER@GALLIKERS.COM

CONTACT: SANDIE KOLESAR

PHONE#: 814-266-8702 X2340

EMAIL ADDR: SKOLESAR@GALLIKERS.COM

CONTACT: MATTHEW LOHR

EMAIL: MLOHR@GALLIKERS.COM

CONTRACT PERIOD: SEPTEMBER 1, 2018 THROUGH APRIL 30, 2022

THE PRICING IS BASED ON THE USDA FEDERAL MARKET  
ORDER FOR THE NORTHEAST MARKETING AREA.

#### PROCESSING FEE

1.

CONTRACTOR SHALL PAY AN ELECTROINIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTIONFEE 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 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 DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

3.

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### TERMS (cont'd):

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 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 VALUE, WHICHEVER IS HIGHER.

QUOTED PRICES ARE TO BE NET 30 DAYS F.O.B. TO ANY POINT WITHIN THE SPECIFIED REGION, AND INCLUDE FREIGHT/SHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

#### PRICE ESCALATION/DE-ESCALATION:

IF DURING THE CONTRACT PERIOD THE PRICE OF CLASS I BULK MILK (PER CWT AS DETERMINED UNDER USDA FEDERAL MARKET ORDER FOR THE NORTHEAST MARKETING AREA INCREASES OR DECREASES, THE CONTRACT PRICES MAY BE ADJUSTED IN DIRECT PROPORTION TO THE PRICE CHANGE REFLECTED IN THE CLASS I SKIM MILK AND CLASS I BUTTERFAT PRICE ADJUSTED BY LOCATION DIFFERENTIAL. PRICE ADJUSTMENT WILL BE CALCULATED ON THE BASIS OF 8. LBS PER GALLON, 11.6279 GALLONS PER CWT. PRICE ADJUSTMENT REQUEST IS REQUIRED AND MUST INCLUDE PRODUCT PREMIUM ASSESSMENT FEE FOR EACH MONTH OF SUBMISSION.

VENDOR IS TO EMAIL PRICE ADJUSTMENTS EACH MONTH TO THE PROCUREMENT OFFICER AT KIMBERLY.HACKETT@MARYLAND.GOV, AT LEAST ONE (1) WEEK PRIOR TO THE ADJUSTMENT.

PRODUCTS OTHER THAN THOSE LISTED UNDER CLASS I MILK ON THE USDA FEDERAL MARKET ORDER FOR THE NORTHEAST MARKETING AREA WILL REMAIN FIXED THROUGHOUT THE CONTRACT TERM AND SUBSEQUENT RENEWALS.

\*\*\* FIXED PRICES SHALL BE LISTED ON THE CONTRACT LINE ITEMS; PRICES FOR CLASS ONE MILK PRODUCTS WILL BE LEFT BLANK ON THE LINE ITEM. THE ADJUSTED PRICE WILL BE LISTED MONTHLY IN THE NOTEPAD OF THE CONTRACT IN THE STATE FINANCIAL MANAGEMENT INFORMATION SYSTEM (FMIS).

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0001	38075-710035	HP	
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MILK LACTAID 100% FAT FREE

HALF PINT CONTAINER ; BRAND OFFERED GLENN FARMS

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0002	38075-7203XX	HP	
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MILK, SKIM, HALF-PINT CONTAINER, PAPER.

HALF-PINT CONTAINER; WESTERN REGION; BRAND OFFERED GALLIKER DAIRY

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0003	38075-710010	EA	
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MILK, 1% BUTTERFAT, HOMOGENIZED, HALF PINT CONTAINER, PAPER

HALF-PINT CONTAINER; WESTERN REGION; BRAND OFFERED GALLIKER DAIRY

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0004	38075-710011	GL	
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MILK, ONE PERCENT, BUTTERFAT, HOMOGENIZED GALLON.

HALF-PINT CONTAINER; WESTERN REGION; BRAND OFFERED GALLIKER DAIRY

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0005	38075-4040XX	GL	
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MILK, 2% BUTTERFAT, HOMOGENIZED, 5/6 GAL. POLYETHYLENE LINED SEALED  
CARTONS, NOT FOR USE IN DISPENSER.

GALLON CONTAINER; WESTERN REGION; BRAND OFFERED POTOMAC FARMS

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0006	38075-4104XX	HP	
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MILK, 3.25% MINIMUM BUTTERFAT, HOMOGENIZED, HALF-PINT CONTAINER, PAPER

HALF-PINT CONTAINER; WESTERN REGION; BRAND OFFERED GALLIKER DAIRY

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0007	38075-4102XX	HG	
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MILK, 3.25% MINIMUM BUTTERFAT, HOMOGENIZED, HALF-GALLON CONTAINER, PAP  
HALF-GAL CONTAINER; WESTERN REGION; BRAND OFFERED POTOMAC FARMS

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0008	38075-710001	CS	
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MILK 1% CHOCOLATE, 5 GALLON DISPENSER, WESTERN REGION, BRAND OFFERED  
GALLIKER DAIRY

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0009	38075-2802XX	HP	
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MILK, CHOCOLATE, HALF PINT

MILK, 1% CHOCOLATE, HALF-PINT CONTAINER, WESTERN REGION, BRAND  
OFFERED GALLIKER DAIRY

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0010	38075-12RICA	HP	
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MILK, 1% CHOCOLATE HPT

HALF-PINT CONTAINER, WESTERN REGION, BRAND OFFERED GALLIKER DAIRY

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0011	38075-7201XX	HG	
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MILK, SKIM, HALF-GALLON CONTAINER, PAPER.  
WESTERN REGION, BRAND OFFERED POTOMAC FARMS

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0012	38075-1800XX	QT	
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BUTTERMILK, QUART CONTAINER, PAPER.  
WESTERN REGION, BRAND OFFERED GALLIKER DAIRY

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0013	38075-3007XX	BX	
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CREAMERS, NON-DAIRY, MINIMUM 3/8 OZ., INDIVIDUALS, 348/BX.  
WESTERN REGION, BRAND OFFERED CROWLEY

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0014	38075-3006XX	HP	
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HALF & HALF, MINIMUM 3/8 OZ., INDIVIDUALS, WESTERN REGION, BRAND OFFERED CUMBERLAND DAIRY

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0015	38075-20HALF	EA	
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EGG NOG, LIQUID, HALF GALLON CONTAINER

WESTERN REGION, BRAND OFFERED GALLIKER DAIRY

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0016	38075-9000XX	CO	
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YOGURT, LOW FAT, ASSORTED FLAVORS, 6 OZ. CONTAINERS, WESTERN REGION, BRAND OFFERED AXELROD

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0017	38075-9003XX	CO	
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YOGURT, LOW FAT, ASSORTED FLAVORS, 5 LB CONTAINERS  
WESTERN REGION, BRAND OFFERED CROWLEY

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0018	38075-3000XX	QT	
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CREAM, HEAVY WHIPPING, QUART CONTAINERS, PAPER.  
WESTERN REGION, BRAND OFFERED FRESH LIFE

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0020	38075-5020XX	LB	
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COTTAGE CHEESE, LOW FAT, 5 LB. CONTAINER  
WESTERN REGION, BRAND OFFERED CROWLEY

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0021	38075-5021XX	LB	
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COTTAGE CHEESE, REGULAR, 5 LB CONTAINER

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WESTERN REGION, BRAND OFFERED GALLIKER DAIRY

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0022	39360-590854	EA	
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ORANGE JUICE, 100% PURE, NO SUGAR OR PRESERVATIVES ADDED, 1/2 GAL/CTN.  
WESTERN REGION, BRAND OFFERED GALLIKER DAIRY

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0023	38554-000025	EA	
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ORANGE JUICE, 4 OZ. FRESH

WESTERN REGION, BRAND OFFERED GALLIKER DAIRY

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0024	39360-04APPL	CS	
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APPLE JUICE, 4OZ CONTAINER

WESTERN REGION, BRAND OFFERED GALLIKER DAIRY

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0025	38075-6000XX	HP	
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ORANGE DRINK, HALF-PINT CONTAINERS, PAPER  
WESTERN REGION, BRAND OFFERED DAIRY MAID DAIRY

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0026	38075-6003XX	HP	
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FRUIT PUNCH DRINK, HALF-PINT CONTAINERS, PAPER.  
WESTERN REGION, DAIRY MAID DAIRY

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0027	24550	EA	
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MILK CRATES DEPOSIT  
TO BE CREDITED UPON RETURN OF MILK CRATE (DELIVERED)

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0028	24550	EA	
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MILK CRATES  
MILK CRATES, DEPOSIT. TO BE CREDITED UPON RETURN OF MILK CRATE  
(RETURNED)

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0029	38075-4042XX	HP	
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MILK, 2% BUTTERFAT, HOMOGENIZED, HALF-PINT CONTAINER, PAPER.

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0030	38075-3004AX	EA	
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SOUR CREAM, 5 LB. CONTAINER,  
WESTERN REGION, BRAND OFFERED GALLIKER DAIRY

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0032	38075-4042XX	HP	
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MILK, 2% BUTTERFAT, HOMOGENIZED, HALF-PINT CONTAINER, PAPER.  
WESTERN REGION, BRAND OFFERED GALLIKER DAIRY

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END OF ITEM LIST

DELIVERY:  
AGENCIES USING THIS CONTRACT SHALL MAKE EVERY EFFORT TO UTILIZE  
VENDOR'S STANDARD DELIVERY SCHEDULES.

DELIVERY FREQUENCY WILL BE MAXIMUM FIVE (5) DAYS PER WEEK. MOST UNITS  
WILL REQUIRE LESS FREQUENT SCHEDULES. SOME AGENCIES REQUIRE INSIDE  
DELIVERY IN LIEU OF LOADING DOCK. UNLESS OTHERWISE INSTRUCTED BY THE  
USING AGENCIES, DELIVERIES ARE TO BE MADE IN COMPLIANCE WITH DELIVERY  
SCHEDULES AS INDICATED ON INQUIRY. DELIVERIES TO COVER SUNDAYS AND  
LEGAL HOLIDAYS WILL BE MADE ON THE PRECEDING DAY.

DELIVERY SCHEDULES, HOURS OF THE DAY, POINTS AT WHICH DELIVERIES WILL  
BE MADE AND ANY OTHER DELIVERY REQUIREMENTS SHALL BE ESTABLISHED BY  
THE RESPECTIVE AGENCIES AFTER AWARD AND PROVIDED TO THE CONTRACTOR IN

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### TERMS (cont'd):

WRITING.

NO DELIVERIES ARE TO BE MADE PRIOR TO 6:30 A.M. OR TO AN UNATTENDED AREA. DELIVERIES MADE TO AN UNATTENDED AREA WILL BE REJECTED. STATE EMPLOYEE MUST SIGN FOR EACH DELIVERY AFTER VERIFYING COUNT. INVOICES SUBMITTED FOR PAYMENT MUST BE ACCOMPANIED BY A SIGNED DELIVERY RECEIPT.

PURVEYOR IS GIVEN THE OPTION OF CHARGING THE INSTITUTION A DEPOSIT ON MILK CASES DELIVERED AND CREDIT FOR THOSE RETURNED. THIS TRANSACTION MUST BE HANDLED IN AN ORDERLY MANNER. EACH DELIVERY RECEIPT TO SHOW NUMBER OF CASES DELIVERED AND THE NUMBER OF CASES RETURNED. INSTITUTION PERSONNEL TO SIGN FOR THE NUMBER OF CASES. ON THE MONTHLY STATEMENT FOR MILK, SHOW AS A SEPARATE ITEM A CHARGE FOR CASES THAT HAVE NOT BEEN RETURNED; THIS CHARGE SHALL BE YOUR ACTUAL COST FOR THE CASES.

#### SECURE FACILITIES:

SECURITY CONCERNS VARY STATEWIDE, BUT ARE ESPECIALLY IMPORTANT AT CORRECTIONAL FACILITIES AND CERTAIN OTHER FACILITIES. CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES SHALL COMPLY WITH THE SECURITY REQUIREMENTS AT EACH FACILITY. AUTHORIZED USERS ARE RESPONSIBLE FOR ALERTING CONTRACTOR TO THESE REQUIREMENTS BEFORE OR WHILE PLACING THEIR FIRST ORDER.

CONTRACTORS ARE AWARE THAT COMMON SECURITY RESTRICTIONS INCLUDE:

IDENTIFICATION - ALL OF CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES, WHILE WORKING ON STATE PROPERTY, SHALL CARRY OR DISPLAY ACCEPTABLE IDENTIFICATION. REQUIREMENTS VARY BY AUTHORIZED USER. FOR INSTANCE, SOME FACILITIES REQUIRE A VISIBLE PHOTO-ID BADGE, WHILE OTHERS MAY REQUIRE A VALID DRIVER'S LICENSE INSTEAD.

VEHICLE SECURITY - IN MANY LOCATIONS, DRIVERS SHALL TURN OFF VEHICLE MOTORS AND LOCK CAB DOORS WHENEVER THEIR TRUCK IS UNATTENDED.

PATIENT/INMATE CONTACT - DELIVERY PERSONNEL SHOULD MINIMIZE INTERACTION WITH INMATES OR PATIENTS, AND SHALL REPORT ANY VERBAL CONTACT TO THE AUTHORIZED USER BEFORE LEAVING THE SITE.

DRIVERS WHO ENTER HIGH SECURITY FACILITIES SHALL HAVE PRIOR APPROVAL TO ENTER FROM SECURITY STAFF, GENERALLY INVOLVING A BACKGROUND CHECK TO ENSURE THAT THEY ARE NOT CONVICTED FELONS. AT SOME FACILITIES, TRUCKS SHALL BE SEARCHED PRIOR TO ENTRY AND EXIT, CAUSING UP TO 30 MINUTES DELAY EACH WAY.

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### TERMS (cont'd):

AT CORRECTIONAL FACILITIES AND YOUTH CENTERS, DRIVERS CAN NOT HAVE ANY WEAPONS (INCLUDING JACK KNIVES OR BOX CUTTERS), CELL PHONES, PAGERS, DRUGS, TOBACCO PRODUCTS OR ANY ITEM DEEMED TO BE POTENTIAL CONTRABAND. CORRECTIONAL OFFICERS CAN HOLD THESE ITEMS FOR DRIVERS AT THE DELIVERY SALLY-PORT AND RETURN THEM AS THE DRIVER EXITS THE GROUNDS. ANY ILLEGAL ITEMS SHALL NOT BE RETURNED.

#### ADDITIONAL TERMS & CONDITIONS:

IT IS UNDERSTOOD AND AGREED THAT ANY OR ALL PASTEURIZED MILK AND MILK PRODUCTS FURNISHED UNDER THIS CONTRACT SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MARYLAND MILK LAW, TITLE 21, SUBTITLE 04 OF THE MARYLAND HEALTH CODE.

ALL PRODUCTS FURNISHED UNDER THIS CONTRACT MUST BE PROCESSED IN A PLANT HOLDING A VALID MILK PROCESSORS PERMIT ISSUED BY THE STATE OF MARYLAND.

#### THE FOLLOWING LISTED PRODUCTS SHALL MEAN:

1. SKIM MILK SHALL CONTAIN LESS THAN 0.5 PERCENT BUTTERFAT;
2. COTTAGE CHEESE SHALL CONTAIN A MINIMUM OF 4 PERCENT BUTTERFAT;
3. LOW-FAT COTTAGE CHEESE SHALL CONTAIN 0.5-2% BUTTERFAT; AND
4. DRY CURD COTTAGE CHEESE SHALL CONTAIN LESS THAN 0.5 PERCENT BUTTERFAT.

DATED PRODUCTS SHALL HAVE 72 HOURS FROM DATE OF DELIVERY BEFORE PRODUCTS BECOME OUT-DATED.

LIQUID PRODUCTS SHALL BE FURNISHED IN TYPE OF CONTAINER AS SPECIFIED HEREIN.

THIS IS AN INDEFINITE DELIVERY CONTRACT TO FURNISH STATE OF MARYLAND AGENCIES WITH THEIR REQUIREMENTS FOR THE SPECIFIED PRODUCTS FOR THE DURATION OF THE CONTRACT PERIOD.

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.

THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION. THE CONTRACTOR WILL BE PAID FOR ALL ITEMS AND QUANTITIES ORDERED OR DELIVERED UNDER THE CONTRACT AT THE PRICE BID, REGARDLESS OF ITEMS OR QUANTITIES PREVIOUSLY ORDERED OR DELIVERED.

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### TERMS (cont'd):

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

SUBSTITUTION MAY NOT BE MADE WITHOUT PRIOR CONSENT OF THE ORDERING AGENCY.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000 OR LESS.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY MONTH DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN TEN (10) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. REPORT SHALL BE EMAILED TO THE FOLLOWING ADDRESS:

THEA.CHIMENTO@MARYLAND.GOV

DURATION: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

IN THE EVENT IT BECOMES NECESSARY TO TERMINATE THE CONTRACT FOR UNSATISFACTORY PERFORMANCE, THE REMAINING PORTION OF THE CONTRACT WILL BE AWARDED TO THE NEXT LOWEST BIDDER ON RECORD IF THIS ARRANGEMENT PROVES TO BE MUTUALLY AGREEABLE.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" AND TERMS AND SPECIFICATIONS OF ITB 001IT819884/ MDDGS31019769 ARE INCORPORATED HEREIN BY REFERENCE.

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:

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### TERMS (cont'd):

- (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 OR 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 NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSSITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

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 NOT 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 (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMING 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.

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AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
BUYER AUTHORIZED DESIGNEE