

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6400235

PRINT DATE: 08/08/16

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: VISTAR 12650 E ARAPAHOE RD CENTENNIAL, CO 80112 (781)799-3651	REFER QUESTIONS TO: LISA FORTUNE MCDONALD (410)767-4084 LISA.MCDONALD@MARYLAND.GOV	
ITB: 001IT819991	EXPR DATE: 10/31/17 POST DATE: 10/30/15	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.

SOLICITATION NUMBER: 001IT819991/MDDGS31022773

STATEWIDE MULTIPLE AWARD CONTRACT FOR
COOKIES AND CRACKERS

CONTRACT PERIOD: NOVEMBER 1, 2015 THRU OCTOBER 31,2017 (2) YEARS

THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT FOR AN ADDITIONAL ONE (1) YEAR PERIOD WITH THE SAME TERMS, CONDITIONS AND PRICING

PURPOSE OF THIS CONTRACT:

TO FURNISH THE STATE OF MARYLAND AGENCIES WITH THEIR REQUIREMENTS FOR COOKIES, CRACKERS, AND VARIOUS SNACK PRODUCTS, AND ESTABLISH AND AWARD MULTIPLE CONTRACTS FOR THE PROCUREMENT.

DURATIONS: 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.

EACH VENDOR SUBMITTING A VALID MANUFACTURER'S DISCOUNTED PRICE LIST WILL BE AWARDED A CONTRACT.

PRICES QUOTED MUST BE VALID FOR NINETY (90) DAYS AFTER BID OPENING UNLESS OTHERWISE PROVIDED IN THE STATE SOLICITATION DOCUMENTS.

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TERMS (cont'd):

ALL ITEMS ARE TO BE QUOTED F.O.B. DESTINATION AND INCLUDE ALL SHIPPING, HANDLING AND ADMINISTRATIVE CHARGES.

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 DIRECT TO EACH USING AGENCY.

PROCESSING FEE: CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE OF MARYLAND IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURN OR CREDITS. THE PROCESSING 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.

THE ELECTRONIC PROCESSING 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, AND TO AWAWU SALAKO AT AWAWU.SALAKO@MARYLAND.GOV.

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 (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC PROCESSING FEE.

QUALIFICATIONS OF BIDDERS:

PRIOR TO SUBMITTING A BID FOR THE WORK COVERED BY THE SPECIFICATIONS, THE BIDDER SHALL NOT HAVE LESS THAN THREE (3) YEARS EXPERIENCE PROVIDING PRODUCTS THAT ARE EQUAL OR COMPARABLE TO THE SCOPE AND MAGNITUDE REQUIRED BY THE SPECIFICATIONS. SPECIFICALLY, THE VENDOR MUST HAVE SATISFACTORILY CONCURRENTLY DISTRIBUTING THE VOLUME OF PRODUCTS COVERED BY THIS SOLICITATION.

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TERMS (cont'd):

IN ORDER TO EXPEDITE THE AWARD PROCESS, IT IS VERY IMPORTANT FOR YOU TO INCLUDE THE REFERENCES AS DETAILED. WITH EACH REFERENCE, LIST DETAILS OF VOLUME OF SALES OF EACH LOCATION, A CONTACT PERSON, CURRENT WORKING TELEPHONE NUMBER, TIME PERIOD OF CONTRACT AND DOLLAR AMOUNT OF CONTRACT. REFERENCES ARE REQUESTED TO BE SUBMITTED AS AN ATTACHMENT WITH YOUR BID ON EMM. FAILURE TO PROMPTLY PROVIDE THIS INFORMATION LEADS OF A DETERMINATION OF RESPONSIBILITY IS GROUNDS FOR REJECTION OF THE BID.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000.00 OR LESS.

THIS QUOTATION IS SUBMITTED WITH THE UNDERSTANDING THAT THE VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, THE STATE SUBMISSION AND THE INSTRUCTIONS PROVIDED HEREIN.

ALL BID RESPONSES MUST SUBMITTED THROUGH EMARYLANDMARKETPLACE AT EMARYLANDMARKETPLACE.COM.

BIDS WILL NOT BE ACCEPTED BY EMAIL, FAX OR HAND DELIVERY. ALL AFFADAVITS MUST BE COMPLETED AND ATTACHED TO THE BID ON EMARYLANDMARKETPLACE. FAILURE TO PROVIDE ALL AFFADAVITS MAY CAUSE THE BIDS TO BE CONDSIDERED NONRESPONSIVE.

MULTIPLE OR ALTERNATE BIDS ARE NOT ACCEPTABLE UNLESS OTHERWISE STATED IN THE STATE SOLICITATION DOCUMENTS.

A USAGE REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY (1) MONTH DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT THE VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, 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 TERMINATION OF THIS CONTRACT. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

VENDOR IS TO FURNISH A PRICE LIST FOR ALL ITEMS INCLUDED UNDER THIS CONTACT WITH AN EFFECTIVE DATE.

CONDITIONS:

1. PRICING IS TO BE BASED ON SCHOOL/GOVERNMENT PRICE LISTS SUBMITTED

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TERMS (cont'd):

FOR THE SOLICITATION. VENDOR MUST SUBMIT EVIDENCE THAT THE PRICING IS ACCORDING TO THE SCHOOL/GOVERNMENT PRICE LISTS DISCOUNT.

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

VENDOR MUST SUBMIT INVOICE TO INDIVIDUAL USING AGENCIES.

2. QUOTED PRICES ARE TO BE NET 30 DAYS, FOB INSTITUTIONS, ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES. BILLINGS ARE TO BE DIRECT TO EACH USING AGENCY.
3. VENDOR TO SHOW ON PRICE LIST MINIMUM DELIVERY REQUIREMENTS IF ANY.
4. VENDOR TO IDENTIFY ON PRICE LIST ANY PRODUCTS PRODUCED WITH PURE VEGETABLE MARGARINE.
5. VENDOR SHALL IDENTIFY PRODUCTS WHICH ARE CONSIDERED LOW SODIUM, LOW SUGAR AND LOW CHOLESTEROL.
6. THIS CONTRACT DOES NOT OBLIGATE THE AGENCY TO PURCHASE ANY MINIMUM QUANTITY OR DOLLAR VALUE DURING CONTRACT PERIOD.
7. PURCHASES AND QUANTITIES ARE DETERMINED AT INSTITUTION LEVEL TO MEET THEIR INDIVIDUAL REQUIREMENTS AND NO ESTIMATED USAGE IS PART OF THIS CONTRACT.
8. AMPLE NOTICE TO BE GIVEN BY INSTITUTIONS TO ASSURE DELIVERY ON TIME. TEN (10) DAY MINIMUM.
9. BIDDER MUST SPECIFY BRAND, BRAND CODE AND CASE PACK FOR EACH ITEM. FAILURE TO SUPPLY THIS INFORMATION WILL CAUSE YOUR BID TO BE NON-RESPONSIVE. SAMPLES WILL BE SUPPLIED BEFORE CONTRACT AWARD.

SAMPLES ARE TO BE DELIVERED TO:

DEPARTMENT OF GENERAL SERVICES
PROCUREMENT AND CONTRACTING
301 W. PRESTON STREET, ROOM M-3
BALTIMORE, MD 21201
ATTN: THEA CHIMENTO
(410) 767-6056

10. THE FOLLOWING INFORMATION TO BE SHOWN ON EACH PRICE LIST:

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TERMS (cont'd):

ORDERS ARE TO BE FORWARDED TO THE FOLLOWING:

ADDRESS: _____

PHONE NUMBER: _____

ACCOUNTS REPRESENTATIVE: _____

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR
COMMODITY CONTRACTS OVER \$25,000" AND ALL SPECIFICATIONS, TERMS AND
CONDITIONS OF SOLICITATION# 001IT819991/ MDDGS31022773 INCORPORATED
HEREIN BY REFERENCE.

0001 39343 EA

VARIOUS COOKIES AND CRACKERS AND SNACK PRODUCTS; VENDOR HAS SUBMITTED
SEPARATE PRICE LIST FOR REVIEW; PLEASE USE THIS PRICE LIST AS THE
BASIS FOR YOUR PURCHASE.

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE