

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B8400312

**PRINT DATE:** 12/21/20

**PAGE:** 01

<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> DORI FOODS INC PO BOX 11365 3410 NORFOLK ST RICHMOND, VA 23230 (804 )355-1600	<b>REFER QUESTIONS TO:</b> KIMBERLY HACKETT (410 )767-0788 KIMBERLY.HACKETT@MARYLAND.GOV	
<b>ITB:</b> 001IT820748	<b>EXPR DATE:</b> 01/31/21 <b>POST DATE:</b> 01/22/18	<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.

* 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.

\*\*\*\*\*

PRICE INCREASES ON LINES 020,021,026,030,031, AND 033  
EFFECTIVE 2/01/19

\*\*\*\*\*

PRICE INCREASES ON LINES 004,013,008,002,007,006,001,003.009,  
015,016,017,018,019,020,021,026,034,035 AND 044. EFFECTIVE 8/01/18

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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: FEBRUARY 1, 2018 - JANUARY 31, 2021  
OPTION YEAR 1: FEBRUARY 1, 2021 - JANUARY 31, 2022

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### TERMS (cont'd):

OPTION YEAR 2: FEBRUARY 1, 2022 - JANUARY 31, 2023

VENDOR NAME: DORI FOODS, INC.

VENDOR CONTACT: BECKY DUNN

TELEPHONE: 804-355-1600

VENDOR EMAIL ADDRESS: BDUNN@DORIFOODS.COM

### 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

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### TERMS (cont'd):

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 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 NOT TO FILL UNLESS CONSENT IS RECEIVED FROM THE PROCUREMENT OFFICER. 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.

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### TERMS (cont'd):

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 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

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### TERMS (cont'd):

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
- B) ONE (1) YEAR- CANNED, CONDENSED MEAT AND VEGETABLE SOUPS, CANNED FRUITS, FRUIT JUICE AND CANNED VEGETABLES, PEANUT BUTTER, JELLY AND NUTS
- C) ALL OTHER ITEMS MUST HAVE A SIXTY (60) DAY SHELF LIFE FROM THE TIME OF DELIVERY
- D) ALL PRODUCTS MUST BE FROM THE LATEST SEASON'S PACK AND HAVE A PACKAGING DATE OF NO LONGER THAN TWELVE (12) MONTHS BEFORE THE ACTUAL DELIVERY DATE TO ANY AGENCY

#### 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.

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

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**TERMS (cont'd):**

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 # MDDGS31035583/001IT820748 INCORPORATED HEREIN BY REFERENCE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	39399-0020XX	CS	18.7600

DRESSING, CREAMY ITALIAN, 4/1 GAL.  
 ACCEPTABLE BRANDS: THOMAS LIPTON, BEST FOODS, MARTIN GILLETT, MARZETTI, NUGGET/CROWN, KRAFT, CHEF SUPREME, CODE, KENS, CHEF ARGENT, PLEEZING, MONARCH.

BRAND: \_\_\_\_\_ CASE/PACK: \_\_\_\_\_

NOTE: IF THE PRODUCT IS ELIGIBLE FOR DONABLE INGREDIENT REBATE, PLEASE INDICATE THE AMOUNT OF REBATE PER CASE THAT WILL BE PROVIDED.

\$ \_\_\_\_\_

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THIS INFORMATION WILL BE CONSIDERED IN THE AWARD PROCESS FOR THIS ITEM  
BRAND/CODE: NATIONAL  
4/1 GAL

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0002	39348-0015XX	CS	19.3900
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DRESSING, LOW CALORIE, FRENCH, 4, 1 GAL  
ACCEPTABLE BRANDS, THOMAS LIPTON, BEST FOODS, MARTIN GILLETT, KRAFT,  
NUGGET CROWN, MARZETTI, KENS, CHEF SUPREME, CHEF ARGENT, PLEEZING,  
MONARCH.  
BRAND, CASE \_\_\_\_\_ CASE, PACK \_\_\_\_\_  
NOTE, IF THE PRODUCT YOU ARE OFFERING IS ELIGIBLE FOR DONABLE INGREDIENT INDICATE THE AMOUNT OF REBATE PER CASE THAT WILL BE PROVIDED.

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THIS INFORMATION WILL CONSIDERED IN THE AWARD PROCESS FOR THIS ITEM  
BRAND/CODE: NATIONAL  
4/1 GAL

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0003	39348-0016XX	CS	18.2900
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DRESSING, THOUSAND ISLAND 4, 1 GAL.  
ACCEPTABLE BRANDS, THOMAS LIPTON, BEST FOODS, MARTIN GILLETT, KRAFT,  
NUGGET CROWN, MARZETTI, KENS, CHEF SUPREME, CHEF ARGENT, PLEEZING,  
MONARCH.  
BRAND, CASE \_\_\_\_\_ CASE, PACK \_\_\_\_\_  
NOTE, IF THE PRODUCT YOU ARE OFFERING IS ELIGIBLE FOR DONABLE INGREDIENT INDICATE THE AMOUNT OF REBATE PER CASE THAT WILL BE PROVIDED.

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THIS INFORMATION WILL CONSIDERED IN THE AWARD PROCESS FOR THIS ITEM  
BRAND/CODE: NATIONAL  
4/1 GAL

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0004	39348-0017XX	CS	18.3900
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DRESSING, CATALINA, 4 1 GAL.  
ACCEPTABLE BRANDS, THOMAS LIPTON, BEST FOODS, MARTIN GILLETT,  
MARZETTI, NUGGET CROWN, KRAFT, CHEF SUPREME, CODE, KENS, CHEF ARGENT,  
PLEEZING, MONARCH.

BRAND, CODE \_\_\_\_\_ CASE, PACK \_\_\_\_\_

NOTE: IF THE PRODUCT IS ELIGIBLE FOR DONABLE INGREDIENT REBATE,  
PLEASE INDICATE THE AMOUNT OF REBATE PER CASE THAT WILL BE PROVIDED.

THIS INFORMATION WILL CONSIDERED IN THE AWARD PROCESS FOR THIS ITEM  
BRAND/CODE: NATIONAL  
4/1 GAL

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0005	39348-0019XX	CS	18.9600
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DRESSING, COLESLAW, 4 1 GAL.  
ACCEPTABLE BRANDS MILANI, THOMAS LIPTON, BEST FOODS, MARTIN GILLETT,  
NUGGET CROWN, KRAFT, BERNARD, DOXSEE, FILBERT OR MCCORMICK, MARZETTI,  
CHEF SUPREME, WILSEY CODE, MIAMI MARGARINE RICH N EGG, CHEF ARGENT.

BRAND, CODE \_\_\_\_\_ CASE, PACK \_\_\_\_\_

NOTE, IF THE PRODUCT YOU ARE OFFERING IS ELIGIBLE FOR DONABLE  
INGREDIENT REBATE INDICATE THE AMOUNT OF REBATE PER CASE THAT WILL BE  
PROVIDED. \$\_\_\_\_\_.

THIS INFORMATION WILL BE CONSIDERED IN THE AWARD PROCESS FOR THIS  
ITEM.

BRAND/CODE: NATIONAL  
4/1 GAL

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0006	39399-0011XX	CS	17.3500
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DRESSING, FRENCH, 4/1 GAL  
ACCEPTABLE BRANDS: THOMAS LIPTON, BEST FOODS, MARTIN GILLETT, KRAFT,  
NUGGET/CROWN, KENS, MARZETTI, PFEIFFER, CHEF SUPREME, CODE, CHEF  
ARGENT, PLEEZING, MONARCH.

BRAND: \_\_\_\_\_ CASE/PACK: \_\_\_\_\_

NOTE: IF THE PRODUCT YOU ARE OFFERING IS ELIGIBLE FOR DONABLE INGRE-  
DIENT REBATE INDICATE THE AMOUNT OF REBATE PER CASE THAT WILL BE

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PROVIDED. \$ \_\_\_\_\_ .  
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BRAND/CODE: NATIONAL  
4/A GAL

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0008	39399-053602	CS	20.1300
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DRESSING: RANCH LITE 4/1 GAL

BRAND/CODE: NATIONAL  
4/1 GAL

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0009	39348-100102	CS	21.1500
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DRESSING, HONEY MUSTARD 4/1GAL

BRAND/CODE: NATIONAL  
4/1 GAL

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0010	39399-0504AX	CS	20.0000
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MAYONNAISE, LOW FAT, 4/1 GAL.  
ACCEPTABLE BRANDS: FILBERTS, KRAFT, CODE, HELLMAN, PLEEZING,  
POCAHONTAS, NUGGET/CROWN, FROSTY ACRES, CHEF SUPREME, MONARCH RED,  
KENS.

BRAND: \_\_\_\_\_ CASE/PACK: \_\_\_\_\_

NOTE: IF THE PRODUCT IS ELIGIBLE FOR DONABLE INGREDIENT REBATE,  
PLEASE INDICATE THE AMOUNT OF REBATE PER CASE THAT WILL BE PROVIDED.

\$ \_\_\_\_\_

THIS INFORMATION WILL BE CONSIDERED IN THE AWARD PROCESS FOR THIS ITEM  
BRAND/CODE: DUKES  
4/1 GAL

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0011	39399-0504XX	CS	23.0500
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MAYONNAISE, PURE, 4/1 GALLON

ACCEPTABLE BRANDS: FILBERT, MCCORMICK, STANDARD BRANDS, DELSACO, KRAF  
HELLMANS, POCAHOTAS, PLEEZING, NUGGET/CROWN, FROSTY ACRES, OR MONARCH  
RED/MCCORMICK, MIAMI MARGARINE/RICH-N-EGG, KENS

BRAND: \_\_\_\_\_ CASE/PACK: \_\_\_\_\_

NOTE: IF THE PRODUCT YOU ARE OFFERING IS ELIGIBLE FOR DONABLE INGREDIE  
INDICATE THE AMOUNT OF REBATE PER CASE THAT WILL BE PROVIDED.

\$ \_\_\_\_\_

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BRAND/CODE: GOLD MEDAL

4/1 GAL

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0012	39399-0536XX	CS	19.5500
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SALAD DRESSING, 4/1 GAL., PLASTIC CONTAINER WITH SCREW LID

ACCEPTABLE BRANDS: CHEF SUPREME, FROSTY ACRES, KENS, CODE, FILBERTS,  
POCAHONTAS, KRAFT, NUGGET/CROWN, PLEEZING, MONARCH BLUE, HELLMAN AND  
CHEF ARGENT.

BRAND: \_\_\_\_\_ CASE/PACK: \_\_\_\_\_

NOTE: IF THE PRODUCT IS ELIGBLE FOR DONABLE INGREDIENT REBATE,  
PLEASE INDICATE THE AMOUNT OF REBATE PER CASE THAT WILL BE PROVIDED.

\$ \_\_\_\_\_

THIS INFORMATION WILL BE CONSIDERED IN THE AWARD PROCESS FOR THIS ITEM

BRAND/CODE: GOLD MEDAL

4/1 GAL

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0014	39348-253212	CS	22.5500
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MAYONNAISE, PLASTIC TUBS #30

BRAND/CODE: GOLD MEDAL

30LB

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0015	39348-902400	CS	18.2500
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SAUCE, TARTAR

BRAND/CODE: NATIONAL

4/1 GAL

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0016	39399-2223XX	CS	20.0700
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CAKE MIX, BROWNIE, 6/5 LB. NO ANIMAL SHORTENING INGREDIENTS.  
ACCEPTABLE BRANDS: PILLSBURY, GENERAL MILLS, DCA, FLOUR MIX CO., BAK-  
CO., MODERN MAID, GILSTER-MARY LEE, PENNANT, RUSTCO, PLEEZING, WASHING  
TON, GUMPert, BAKE-N-JOY.

BRAND: \_\_\_\_\_ CASE/PACK: \_\_\_\_\_  
BRAND/CODE: NATIONAL FOODS  
6/5LB

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0017	39399-2224XX	CS	18.8600
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CAKE MIX, CHOCOLATE, 6/5 LB. NO ANIMAL SHORTENING INGREDIENTS.  
ACCEPTABLE BRANDS: PILLSBURY, GENERAL MILLS, DCA, FLOUR MIX CO., BAK-  
CO., MODERN MAID, GILSTER-MARY LEE, PENNANT, RUSTCO, PLEEZING, WASHING  
TON, GUMPert, BAKE-N-JOY.

BRAND: \_\_\_\_\_ CASE/PACK: \_\_\_\_\_  
BRAND/CODE: OLD TYME MILL  
6/5LB

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0018	39399-2225XX	CS	18.8600
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CAKE MIX, GINGERBREAD, 6/5 LB. NO ANIMAL SHORTENING INGREDIENTS.  
ACCEPTABLE BRANDS: PILLSBURY, GENERAL MILLS, DCA, FLOUR MIX CO., BAK-  
CO., MODERN MAID, GILSTER-MARY LEE, PENNANT, RUSTCO, PLEEZING, WASHING  
TON, GUMPert. BAKE-N-JOY

BRAND: \_\_\_\_\_ CASE/PACK: \_\_\_\_\_  
BRAND/CODE: OLD TYME MILL  
6/5LB

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0019	39399-2227XX	CS	18.8600
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CAKE MIX, SPICE, 6/5 LB. NO ANIMAL SHORTENING INGREDIENTS.

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ACCEPTABLE BRANDS: PILLSBURY, GENERAL MILLS, DCA, FLOUR MIX CO., BAK-CO., MODERN MAID, GILSTER-MARY LEE, PENNANT, RUSTCO, PLEEZING, WASHINGTON, GUMPERT.

BRAND: \_\_\_\_\_ CASE/PACK: \_\_\_\_\_  
BRAND/CODE: OLD TYME MILL  
6/5LB

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0020	39399-2228XX	CS	18.1500
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CAKE MIX, WHITE, 6/5 LB. NO ANIMAL SHORTENING INGREDIENTS.  
ACCEPTABLE BRANDS: PILLSBURY, GENERAL MILLS, DCA, FLOUR MIX CO., BAK-CO., MODERN MAID, GILSTER-MARY LEE, PENNANT, RUSTCO, PLEEZING, WASHINGTON, GUMPERT, BAKE-N-JOY.

BRAND: \_\_\_\_\_ CASE/PACK: \_\_\_\_\_  
BRAND/CODE: OLD TYME MILL  
6/5LB

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0021	39399-2229XX	CS	18.1500
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CAKE MIX, YELLOW, 6/5 LB. NO ANIMAL SHORTENING INGREDIENTS.  
ACCEPTABLE BRANDS: PILLSBURY, GENERAL MILLS, DCA, FLOUR MIX CO., BAK-CO., MODERN MAID, GILSTER-MARY LEE, PENNANT, RUSTCO, PLEEZING, WASHINGTON, GUMPERT. BAKE-N-JOY

BRAND: \_\_\_\_\_ CASE/PACK: \_\_\_\_\_  
BRAND/CODE: OLD TYME MILL  
6/5LB

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0022	39346-2224X1	CS	15.8400
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CAKE MIX, CHOCOLATE, 12/18.25 OZ, BOXES PER CASE, NO ANIMAL SHORTENING INGREDIENTS, ADD EGG AND OIL

BRAND/CODE: GENERAL MILLS  
12/15.25OZ

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0023	39346-2227X1	CS	20.1100
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CAKE MIX, SPICE, 12/18.25 OZ, BOXES PER CASE, NO ANIMAL SHORTENING  
INGREDIENTS, ADD EGG AND OIL

BRAND/CODE: GENERAL MILLS  
12/15.25OZ

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0024	39346-2228X1	CS	15.8400
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CAKE MIX, WHITE, 12/18.25 OZ, BOXES PER CASE, NO ANIMAL SHORTENING  
INGREDIENTS, ADD EGG AND OIL

BRAND/CODE: GENERAL MILLS  
12/16.25OZ

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0025	39346-2229X1	CS	15.8400
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CAKE MIX, YELLOW, 12/18.25 OZ, BOXES PER CASE, NO ANIMAL SHORTENING  
INGREDIENTS, ADD EGG AND OIL

BRAND/CODE: GENERAL MILLS  
12/15.25OZ

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0026	39346-2245XX	CS	17.5800
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PANCAKE & WAFFLE MIX, 6 5 LB NO ANIMAL SHORTENING INGREDIENTS.  
ADD WATER ONLY. USDA CID A-A-20181B, TYPE I, STYLE B, PACKAGE A, B,  
OR F - PLASTIC BAGS, PLASTIC BAG IN A BOX OR PLASTIC-LINED PAPER  
BAGS.

BRAND/CODE: NATIONAL FOODS  
6/5LB

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0027	39346-CH3623	CS	48.7500
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CHEESE CAKE INSTANT MIX

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BRAND/CODE: HOSPITALITY  
6/4LB

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0028	39377-100001	CS	18.6600	
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PUNCH MIX, FRUIT, 12/2 GAL., DOMINADE BRAND OR EQUAL

BRAND/CODE: DIAMOND CRYSTAL  
12/2 GAL

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0029	39377-100005	CS	18.6600	
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PUNCH MIX, LEMONADE, 12/2 GAL., DOMINADE BRAND OR EQUAL

BRAND/CODE: DIAMOND CRYSTAL  
12/2 GAL

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0030	39364-100808	CS	53.6400	
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MILK, EVAPORATED, VITANIM D CONTENT INCREASED, SPEC. GM 371 TYPE II.  
48/12 OZ. CAN/CASE.

BRAND/CODE: \_\_\_\_\_ CASE/PACK: \_\_\_\_\_

BRAND/CODE: SPRING FARM  
48/12OZ

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0031	39364-101608	CS	54.2900	
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MILK, EVAPORATED, VITAMIN D CONTENT INCREASED, SPEC. GM 371 TYPE II  
6/10 CAN/CASE.

BRAND/CODE: \_\_\_\_\_ CASE/PACK: \_\_\_\_\_

BRAND/CODE: JERZEE  
6/10#

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0033	39337-1702XX	CS	33.4000		
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HOT CHOCOLATE, 6 100 INDIVIDUAL TO A CASE

BRAND, CODE \_\_\_\_\_ CASE, PACK \_\_\_\_\_

BRAND/CODE: HOSPITALITY

6/50

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0034	39333-BDRINK	CS	26.9600		
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INSTANT BREAKFAST DRINK

BRAND/CODE: CARNATION

30 CT

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0035	39333-SFDRNK	CS	35.7400		
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INSTANT BREAKFAST DRINK, SUGAR FREE

BRAND/CODE: CARNATION

8 CT

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0036	39341-0320XX	CS	22.2900		
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COFFEE, 100% PURE, FREEZE DRIED IN MOISTURE PROOF AIR TIGHT PACKAGES.

BRAND/CODE: DEEP RICH

20/105 GM

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0038	39399-0350XX	CS	45.8000		
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COFFEE, DECAFFEINATED, 10/100 PKS

BRAND: \_\_\_\_\_ CASE/PACK: \_\_\_\_\_

BRAND/CODE: DEEP RICH

10/100

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0039	39384-181002	CS	15.3500	
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TEA, BLACK INDIVIDUAL CUP SIZE BAGS, 100/BOX - 10 BXS/CASE  
BRAND/CODE: GOLDEN TIP  
10/100

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0040	39384-CHC001	CS	18.9500	
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TEA, DECAF, INDV BAGS

BRAND/CODE: BROMLEY  
5/100

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0041	39384-181309	CS	5.3500	
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TEA, BLACK INSTITUTIONAL SIZE BAGS, 1 OZ. BAG - 48 BAGS/CASE  
BRAND/CODE: GOLDEN TIP  
48/1 OZ

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0042	39344-270002	CS	15.6500	
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CREAMER, COFFEEMATE, 20/50 CT., 1000/CASE.

BRAND/CODE: HEARTSMART  
1000 CT

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0043	39377-100007	CS	18.6600	
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PUNCH MIX, ORANGE, 12/2 GAL., DOMINADE BRAND OR EQUAL

BRAND/CODE: DIAMOND CRYSTAL  
12/2 GAL

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0044	39343-187506	CS	19.8500
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GRAHAM CRACKERS, CRUMBS, 1/10 LB./CASE.

BRAND/CODE: TR TOPPER  
10 LB

END OF ITEM LIST

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

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### TERMS (cont'd):

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 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.

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**TERMS (cont'd):**

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, 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.

UPON ACCEPTANCE OF A BID, THE PROCUREMENT OFFICER MAY ISSUE A BLANKET PURCHASE ORDER (BPO), IN A FORM TO BE DETERMINED BY THE DEPARTMENT, TO THE BIDDER ACCEPTING THE BID AND BINDING THE BIDDER TO A CONTRACT. THE EXECUTION AND ISSUANCE OF A BPO BY THE PROCUREMENT OFFICER, SUBJECT TO ALL NECESSARY APPROVALS, SHALL CONSTITUTE ACCEPTANCE OF THE BID AND FINAL AWARD OF THE CONTRACT. THE CONTRACT OF THE PARTIES WILL BE EMBODIED IN THE CONTRACT DOCUMENTS, WHICH SHALL CONSIST OF THE EXECUTED BPO OF THE PROCUREMENT OFFICER, INCLUDING ALL DOCUMENTS, TERMS, AND CONDITIONS INCORPORATED INTO THOSE DOCUMENTS BY THE TERMS OF THE SOLICITATION, THE BPO, THE BID, OR BY OPERATION OF LAW, AND THE EXECUTED BID OF THE BIDDER. IF THE PROCUREMENT OFFICER ISSUES A BPO, AT THE OPTION OF THE PROCUREMENT OFFICER IT WILL NOT BE NECESSARY FOR THE BIDDER TO EXECUTE THE BPO OR ANY OTHER FORM OF CONTRACT OR AGREEMENT. THE PROCUREMENT OFFICER MAY REQUIRE THAT THE PARTIES BOTH EXECUTE A SINGLE DOCUMENT AS THE EMBODIMENT OF THE CONTRACT BETWEEN THE PARTIES.

\*\*\*\*\* LAST PAGE \*\*\*\*\*

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