BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B5400083 **PRINT DATE:** 08/21/14 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1520476060
SCHMIDT BAKING CO INC
7801 FITCH LN

BALTIMORE, MD 21236-3998
(410)668-8200

REFER QUESTIONS TO:

VANESSA A WILLIAMS
(410)767-8855
VANESSA.WILLIAMS@MARYLAND.GOV

ITB:

EXPR DATE: 08/31/15
POST DATE: 08/21/14

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.

CONTRACT FOR BAKERY PRODUCTS

TO FURNISH THE STATE OF MARYLAND AGENCIES LISTED HEREIN WITH THEIR REQUIREMENTS FOR BAKERY PRODUCTS.

FOR: CENTRAL MARYLAND REGION

****
WHEAT DINNER ROLLS HAVE BEEN ADDED TO THIS CONTRACT ON LINE 51.
****

==========

CONTRACT PERIOD: SEPTEMBER 1, 2014 THRU AUGUST 31, 2015
FINAL RENEWAL WITH THE SAME TERMS, CONDITIONS AND PRICING.
==========

INDEFINITE DELIVERY CONTRACT FOR SUPPLYING STATE AGENCIES WITH THEIR NEEDS FOR THE FOLLOWING ITEM(S) FOR THE CONTRACT PERIOD SPECIFIED.

DURATIONS: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON 30 DAYS WRITTEN NOTICE.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

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 PROESSING 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 WITHA MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES.

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 CONTRAT 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 $5,000 OR ONE PERCENT (1%) OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

ALL ITEMS ARE TO BE QUOTED FOB DESTINATION AND INCLUDE ALL SHIPPING, HANDLING AND ADMINISTRATIVE CHARGES.

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

THIS QUOTATION IS SUBMITTED WITH THE UNDERSTANDING THAT THE VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, THE STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTIONS PROVIDED HEREIN.

FOR THE PURPOSE OF CALCULATING THE NOTICE GIVING REQUIREMENTS OF THIS SECTION, THE EXPIRATION DATE SHALL BE AUGUST 31 OF EACH YEAR.
THE CONTRACT PRICING MAY BE MODIFIED ACCORDING TO THE PRICES THEN PREVAILING WHICH ARE SUBJECT TO AN INCREASE WHICH IS NOT TO EXCEED THE CURRENT RATE OF INFLATION, AS DETERMINED BY THE PRODUCER PRICE INDEX (PPI) COMMODITY CODE PCU31181.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT

*** CONTINUED, NEXT PAGE ***

TERMS (cont'd):

SHALL BE AT 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 THIRTY (30) 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.

REPORTS, PREFERABLY IN EXCEL FORMAT, TO BE SUBMITTED TO THE FOLLOWING:
VANESSA.WILLIAMS@MARYLAND.GOV
AWAWU.SALAKO@MARYLAND.GOV

GENERAL CONDITIONS

QUANTITIES SHOWN ARE APPROXIMATE AND ARE NOT TO BE CONSTRUED AS MINIMUM OR MAXIMUM.

PRICES ARE TO BE QUOTED IN THE "UNIT" AS INDICATED ON THE BID. ANY DEVIATION FROM THE "UNIT" PRICE REQUESTED WILL BE CAUSE TO REJECT BID.

BREAD TO BE FURNISHED UNDER THIS CONTRACT SHALL BE CONVENTIONAL LOAF, SLICED, WRAPPED AND AS DELIVERED AS A STANDARD PRODUCT TO GROCERS. ALL PRODUCTS SHALL BE SO PACKAGED THAT PROTECTION FROM DIRT, FILTH, OR OTHER CONTAMINATION IS ENSURED. COMMERCIAL PACKAGING IN MOISTURE-VAPOR RESISTANT WAXED PAPER, REGENERATED CELLULOSE FILM, PLASTIC FILM, ETC., IS ACCEPTABLE.

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. HOURS OF THE DAY AND POINTS AT WHICH DELIVERIES WILL BE MADE SHALL BE ESTABLISHED BY THE RESPECTIVE AGENCIES IN WRITING TO THE BIDDER AWARDED THE CONTRACT.

IT SHALL BE UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL BE TERMINATED IMMEDIATELY SHOULD THE SANITARY CONDITIONS AS DETERMINED BY INSPECTION OF THE DELIVERED PRODUCT OR THE PLANT WHERE IT IS PRODUCED INDICATED IN THE JUDGEMENT OF THE STATE SUCH ACTION IS NECESSARY. IN SUCH CASES, THE CONTRACTOR WILL BE NOTIFIED OF TERMINATION BY REGISTERED OR CERTIFIED MAIL. IF FOR ANY OTHER REASON THE CONTRACT SHOULD BE TERMINATED BY EITHER PARTY, FIFTEEN (15) DAYS NOTICE BY REGISTERED OR CERTIFIED MAIL SHALL BE REQUIRED.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

PROMPTLY AFTER THE AWARD AND BEFORE THE FIRST DELIVERY, THE CONTRACTOR MUST FURNISH EACH AGENCY WITH THE CODE CARD WHICH INDICATES THE DAY ON WHICH THE BREAD WAS MADE. EACH LOAF MUST BEAR THIS CODE. FAILURE TO DO THIS WILL RESULT IN THE CONTRACT BEING CANCELLED AND REAWARDED TO THE NEXT LOWEST BIDDER.

BREAD OR ROLLS WHICH ARE DETERMINED BY AGENCY AUTHORITIES TO BE UNACCEPTABLE DUE TO MOLD OR OTHER CONDITIONS WHICH RENDER THE PRODUCT INEDIBLE WILL BE REJECTED AND WILL BE REPLACED BY THE CONTRACTOR WITH LIKE ITEMS OF ACCEPTABLE CONDITIONS AT NO CHARGE.

PRODUCTS DESIGNATED FRESH SHALL BE DELIVERED WITHIN 24 HOURS OF PRODUCTION. PRODUCTS DESIGNATED NON-FRESH SHALL BE DELIVERED WITHIN 72 HOURS OF PRODUCTION. SHOULD THE CONTRACT BE AWARDED ON THE BASIS OF NON-FRESH AND THE CONTRACTING BAKERY IS UNABLE TO SUPPLY, FRESH PRODUCTS WILL BE FURNISHED AT THE CONTRACT PRICE FOR NON-FRESH.

VENDOR TO CONTACT: _SCHMIDT BAKING CO., INC._____
ADDRESS: _7801 FITCH LANE_____
CITY/STATE/ZIP CODE: _BALTO., MD 21236_____
PHONE: _410-668-8200_____ FAX: _410-882-2051_____

NOTE: ALL LISTED QUANTITIES ARE FOR ESTIMATED ANNUAL USAGE.

DELIVERY RECEIPT AND INVOICES
==========

1. EACH DELIVERY TO BE ACCOMPANIED BY A DELIVERY RECEIPT IN TRIPLICATE TO BE SIGNED BY THE INSTITUTION RECEIVING CLERK AND TWO (2) COPIES SIGNED BY THE INSTITUTION.

2. EACH DELIVERY RECEIPT TO CLEARLY SHOW THE FOLLOWING INFORMATION.

   A. FULL DESCRIPTION OF PRODUCT DELIVERY.

   B. THE EXACT UNITS DELIVERED, SIZE, PACK, ETC., IN ACCORDANCE WITH CONTRACT.

INVOICING AND/OR STATEMENT
==========

1. BILLING TO BE SENT DIRECT TO THE ORDERING AGENCY IN TRIPLICATE.

2. EITHER WEEKLY OR MONTHLY BILLING MUST SHOW THE FOLLOWING INFORMATION.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

A. DAILY DELIVERIES TO CORRESPOND TO DELIVERY RECEIPT, PRICED ACCORDING TO UNIT PRICES SHOWN ON CONTRACT, PRICES EXTENDED AND TOTALED.

SPECIFICATIONS
==========

ALL SLICED BREAD LOAVES SHALL CONTAIN SLICES OF ONE (1) OUNCE MAXIMUM WEIGHT. STATED OUNCE PER LOAF SHALL YIELD SAME NUMBER OF SLICES PER LOAF EXCLUSIVE OF END PIECES. EXAMPLE: 22 OUNCE LOAF SHALL YIELD 21 SLICES EXCLUSIVE OF END PIECES.

***** ADDITIONAL ITEMS MAY BE ADDED TO ANY RESULTING CONTRACT *****

0001	37515-000XX1	CS	25.0800

BAGELS, ASSORTED, CINNAMON RAISIN, EGG, TWELVE, SIX PACK PER CASE
CODE 2311 1-6/PK AT 2.09 EA

0002	37515-000015	CS	25.0800

BAGELS, PLAIN, TWELVE, SIX PACK PER CASE
CODE 2310; 1-6PK AT 2.09 EA.

0003	37515-100005	LB	1.0600

BREAD CRUMBS, 15 LB PACKAGES; 15.90 PER PK
CODE 5830

BLANKET PURCHASE ORDER
STATE OF MARYLAND

LINE #	STATE ITEM ID	U/M	UNIT COST
0004	37515-100020	LF	1.5800

BREAD, FRENCH, FRESH, 18 OZ PER LOAF, UNSLICED
CODE 4030

0005	37515-200020	LF	2.0900

BREAD, RAISIN LOAF, NOT ICED, FRESH, 16 OZ PER LOAF
CODE 8048

0006	37515-200100	LF	2.4500

BREAD, RYE FRESH, 24 OZ PER LOAF
CODE 4025

0007	37515-200103	EA	1.2500

BREAD, MANICHEVITZ RYE, SEEDED OR UNSEEDED, 16 OZ HEARTH BAKED LOAF
CODE 2610 SEEDED; 2615 UNSEEDED

0008	37515-281770	LF	1.3000

TEXAS TOAST, 24 OZ LOAF
CODE 0163

0009	37515-300010	DZ	1.0700

ROLLS, FRANKFURTER, FRESH, 12/PK
CODE 3370

0010	37515-300015	DZ	1.0700

ROLLS, FRANKFURTER, NON FRESH, 12/PK

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B5400083 **PRINT DATE:** 08/21/14

LINE #	STATE ITEM ID	U/M	UNIT COST
CODE 3370			
0011	37515-300020	DZ	1.0700
ROLLS, HAMBURGER, FRESH, 12/PK CODE 3350			
0012	37515-300030	DZ	1.0700
ROLLS, HAMBURGER, NON FRESH, 12/PK CODE 3350			
0013	37515-310820	LF	1.2100
BREAD, WHOLE WHEAT, FRESH, 33% WHOLE WHEAT, 22 OZ PER LOAF CODE 2330			
0014	37515-310825	LF	1.2000
BREAD, WHOLE WHEAT, NON FRESH, 100% WHOLE WHEAT, 16 OZ LOAF CODE 2340			
0015	37515-320200	LF	.7200
BREAD, WHITE, FRESH, 16 OZ PER LOAF CODE 587			
0016	37515-320205	LF	.7200
BREAD, WHITE, NON FRESH 16 OZ LOAF CODE 587			

BLANKET PURCHASE ORDER
STATE OF MARYLAND

LINE #	STATE ITEM ID	U/M	UNIT COST
0017	37515-480010	PK	1.0000

ENGLISH MUFFINS, 6 PKGS, FORK SPLIT
CODE 4310

0024	37515-200105	LF	1.2500

BREAD, RYE, NON-FRESH, 16 OZ. PER LOAF
CODE 2615

0025	37515-09RICA	PK	1.3500

KAISER ROLLS, FRESH, SLICED, 6/PK
CODE 4680

0026	37515-310820	LF	1.2000

BREAD, WHOLE WHEAT, FRESH, 16 OZ PER LOAF
CODE 2340

0027	37515-650030	PK	1.5000

ROLLS, SPLIT TOP, 16 PER PACK
CODE 2705

0028	38506-180604	CS	2.3700

BISCUIT, HEAT AND SERVE, THREE (3) 8/PKS PER CASE. .79 PER 8/PK
CODE 1610

0033	37515-171158	LF	1.2000

BREAD, ITALIAN, UNSEEDED SLICED (1.2 OUNCE NIN/SLICE), 20 OZ LF

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B5400083 **PRINT DATE:** 08/21/14

LINE #	STATE ITEM ID	U/M	UNIT COST
CODE 2060			
0035	37515-310820	LF	1.3200
BREAD, WHOLE WHEAT, FRESH, 33% WHOLE WHEAT, 24 OUNCE LOAF CODE 3030			
0037	37515-0094XX	PK	1.4000
BAGEL, WHEAT, 4 COUNT, 14 OUNCE PER PACKAGE CODE 2317			
0038	37515-240016	PK	1.6000
WHEAT HAMBURGER ROLLS, 8 COUNT, 15 OUNCE PACKAGE CODE 2400			
0039	37515-240017	PK	1.6000
WHEAT HOTDOG ROLLS, 8 COUNT, 15 OUNCE PACKAGE CODE 2410			
0041	37515-000612	CS	16.8000
ENGLISH MUFFIN, HONEY WHEAT, 12/6 PACKS PER CASE, THOMAS' BRAND ONLY. 1-6PK AT 1.40 EA. CODE 4320			
0042	37515-700007	DZ	2.8000
ROLLS, SUB, 6" FRESH, WHOLE WHEAT, 12/PK CODE 2799			

BLANKET PURCHASE ORDER
STATE OF MARYLAND

LINE #	STATE ITEM ID	U/M	UNIT COST
0044	37515-594002	PK	.7900

ROLLS, BROWN AND SERVE WHITE
8/PACK
CODE 1090

0045	37515-641200	PK	1.7800

ROLLS, PAN, FRESH
24/PACK
CODE 2720

0046	37515-650040	PK	2.7000

ROLLS, STAR, KAISER OR HARD, FRESH
12/PACK
CODE 4060

0047	37515-700006	PK	1.1000

ROLLS, SUB, 6" FRESH
6/PK
CODE 2730

0048	37515-700008	PK	1.6500

ROLLS, SUB, 8" FRESH

6/PK
CODE 4145 SLICED; 4150 UNSLICED

0049	37515-700012	PK	2.7000

ROLLS, SUB, 12" FRESH
6/PACK
CODE 4140

BLANKET PURCHASE ORDER
STATE OF MARYLAND

LINE #	STATE ITEM ID	U/M	UNIT COST
0050	37515-262070	PK	2.0800

BREAD STIX, 8/PACK
CODE 8075

0051	37515-650031	PK	1.5000

ROLLS, SPLIT TOP, DINNER, 16 PACK

WHEAT DINNER ROLLS, 16/PK
CODE 2750

END OF ITEM LIST

DELIVERY SCHEDULE:
==========

REGIONAL INSTITUTE FOR CHILDREN AND ADOLESCENTS - BALTIMORE

MON. __X__ TUES. __X__ WED. _____ THURS. __X__ FRI. __X__ SAT. _____
FOR A TOTAL OF ___4____ DAYS PER WEEK.

SPRING GROVE HOSPITAL CENTER

MON. __X__ TUES. __X__ WED. _____ THURS. __X__ FRI. __X__ SAT. _____
FOR A TOTAL OF ___4____ DAYS PER WEEK.

BALTIMORE PRE-RELEASE FOR WOMEN

MON. _____ TUES. __X__ WED. _____ THURS. _____ FRI. __X__ SAT. _____
FOR A TOTAL OF ___2____ DAYS PER WEEK.

MARYLAND SCHOOL FOR THE DEAF - COLUMBIA

MON. __XX_ TUES. _____ WED. _____ THURS. __X__ FRI. __X__ SAT. _____
FOR A TOTAL OF ___4____ DAYS PER WEEK.

MARYLAND YOUTH RESIDENCE CENTER

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B5400083 **PRINT DATE:** 08/21/14 **PAGE:** 12

TERMS (cont'd):

MON. _____ TUES. __XX_ WED. _____ THURS. _____ FRI. _____ SAT. _____
FOR A TOTAL OF ___2____ DAYS PER WEEK.

CHARLES HICKEY SCHOOL

MON. __XX_ TUES. _____ WED. _____ THURS. __X__ FRI. __X__ SAT. _____
FOR A TOTAL OF ___4____ DAYS PER WEEK.

BALTIMORE CITY JUVENILE JUSTICE CHILDRENS CENTER

MON. _____ TUES. __X__ WED. _____ THURS. _____ FRI. __X__ SAT. _____
FOR A TOTAL OF ___2____ DAYS PER WEEK.

SPRINGFIELD HOSPITAL

MON. _____ TUES. __X__ WED. _____ THURS. _____ FRI. __X__ SAT. _____
FOR A TOTAL OF ___2____ DAYS PER WEEK.

CENTRAL LAUNDRY

MON. _____ TUES. __X__ WED. _____ THURS. _____ FRI. __X__ SAT. _____
FOR A TOTAL OF ___2____ DAYS PER WEEK.

THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID. THE AWARD WAS MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER BY LOT AWARD. ALL ITEMS MUST BE BID. FAILURE TO SUBMIT PRICING FOR A LINE ITEM MAY CAUSE YOUR BID TO BE DEEMED NON RESPONSIVE AND YOUR BID WILL BE REJECTED.

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, REYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

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

AUTHORIZED BY: Vanessa A Williams **DATE:** 8/21/2014

BUYER AUTHORIZED DESIGNEE

FMIS-5 (4/96)