BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B4400657 **PRINT DATE:** 08/18/14 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1520730817
MS JOHNSTON COMPANY INC
1950 PENNSYLVANIA AVE

HAGERSTOWN, MD 21740
(301)733-1066

REFER QUESTIONS TO:

CHRISTINE VASILIAU
(410)767-4281
CHRISTINE.VASILIAU@MARYLAND.GOV

ITB:	**EXPR DATE:** 09/30/16 **POST DATE:** 06/30/14	**DISCOUNT TERMS:** . NET 30 DAY **CONTRACT AMOUNT:** 750,000.00

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.

****

AGENCY CONTRACT FOR

SUPPLY AND INSTALLATION OF KITCHEN EQUIPMENT

****

CONTRACT IS A NOT TO EXCEED VALUE IN ACCORDANCE WITH THE UNIT COSTS OF THE CONTRACT.

AGENCY IS INSTRUCTED TO CREATE A RELEASE FROM THE BLANKET PURCHASE ORDER (BPO) BASED UPON ACTUAL REQUIREMENTS

AGENCY: DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES (DPSCS)

AGENCY CONTACT: ROSETTA ROSE (410) 339-5013
RROSE@DPSCS.STATE.MD.US

CONTRACT MONITOR: RICHARD WEST (410) 585-3854 OR (410) 365-4103

VENDOR: M.S. JOHNSTON CO., INC.

VENDOR FEIN: 52-0730817

VENDOR PHONE: (301) 733-1075

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

VENDOR CONTACT: MICHAEL S. JOHNSTON
DESIGNATED AGENCY: DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES (DPSCS).

CONTRACT PERIOD: THE TERM OF THIS CONTRACT WILL BE FOR A PERIOD OF TWO (2) YEARS AND 6 MONTHS, WHICH INCLUDES THE STANDARD WARRANTY PERIOD, BEGINNING JULY 1, 2014 THROUGH SEPTEMBER 30, 2016.

HOURS OF SERVICE: ALL SERVICES SHALL BE COMPLETED DURING NORMAL STATE BUSINESS DAYS, MONDAY THROUGH FRIDAY BETWEEN THE HOURS OR 8:00 AM AND 5:00 PM, EXCEPT STATE HOLIDAYS, WHICH CAN BE FOUND AT:

WWW.DBM.MARYLAND.GOV

KEYWORD: STATE HOLIDAYS

BUILDING CLOSURE: WHENEVER STATE EMPLOYEES ARE EXCUSED EARLY OF TE BUILDING IS CLOSED DUE TO WEATHER ISSUES, THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE SERVICES AT THE BUILDING ON THE NEXT PRIOR WORKDAY, PARTICULARLY IF THE OCCURENCE IS ON A FRIDAY OR THE DAY PRECEEDING A HOLIDAY. THE CONTRACTOR MUST NOTIFY THE CONTRACT MONITOR IF SERVICES WILL NOT BE PROVIDED.

SCOPE OF CONTRACT: THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES(DPSCS) IS SOLICITING BIDS FOR A CONTRACTOR TO PROVIDE ALL LABOR, MATERIAL, SUPPLIES, EQUIPMENT, AND TOOLS NECESSARY TO FURNISH AND INSTALL DIETARY EQUIPMENT AT VARIOUS DPSCS CORRECTIONAL FACILITATES THROUGHOUT THE STATE OF MARYLAND.

1. THE CONTRACTOR SHALL UNCRATE, SET IN PLACE, AND MAKE ALL FINAL UTILITY AND VENTILATION CONNECTIONS WITHIN FIVE FEET OF THE EQUIPMENT PLACEMENT WITHIN THE CORRECTIONAL FACILITY'S KITCHEN.

2. THE CONTRACTOR SHALL DELIVER ALL EQUIPMENT TO THE CORRECTIONAL FACILITIES SPECIFIED IN SECTION 1 WITHIN 90 DAYS AFTER RECEIPT OF STATE ISSUED PURCHASE ORDER.

3. THE CONTRACTOR SHALL COMPLETE THE INSTALLATION OF ALL EQUIPMENT SPECIFIED IN SECTION 1 WITHIN 90 DAYS OF THE DELIVERY OF EQUIPMENT IN ACCORDANCE TO SECTION 2.

4. THE CONTRACTOR SHALL REMOVE ALL OLD EQUIPMENT BEING REPLACED FROM THE CORRECTIONAL FACILITY'S LOCATION. THE OLD EQUIPMENT REMOVED SHALL BE DISPOSED OF IN ACCORDANCE TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) AND THE STATE OF MARYLAND DEPARTMENT OF THE

*** CONTINUED, NEXT PAGE ***

TERMS (cont'd):

ENVIRONMENT (MDE) STANDARDS. ADDITIONAL INFORMATION CAN BE FOUND AT THE BELOW WEBSITES:

EPA -
HTTP://WWW2.EPA.GOV/SITES/PRODUCTION/FILES/DOCUMENTS/CONSTRANDDEMO_EQUIPDISPOSAL.PDF

MDE -
HTTP://WWW.DSD.STATE.MD.US/COMAR/SUBTITLE_CHAPTERS/26_CHAPTERS.ASPX

5. THE CONTRACTOR SHALL COORDINATE WITH THE CONTRACT MONITOR A FINAL INSPECTION AND TESTING OF THE NEW DIETARY EQUIPMENT AFTER COMPLETION TO ENSURE THAT THE EQUIPMENT IS OPERATIONAL. THE CONTRACTOR SHALL FURNISH OPERATION AND MAINTENANCE MANUALS FOR EACH PIECE OF EQUIPMENT FURNISHED AND INSTALLED.

6. THE CONTRACTOR SHALL AT ALL TIMES KEEP THEIR WORK AREA INCLUDING STORAGE AREAS, FREE OF ACCUMULATION OF WASTE MATERIAL OR RUBBISH AND PRIOR TO COMPLETION OF THE WORK REMOVE ANY RUBBISH FROM THE PREMISES AND ALL TOOLS, EQUIPMENT AND MATERIAL THAT ARE NOT THE PROPERTY OF THE STATE. SHOULD THE CONTRACTOR UTILIZE A TRASH DISPOSAL CONTAINER AT THE JOB SITE, THE INSTITUTION WILL ATTEMPT TO PROVIDE SPACE CONSISTENT WITH SECURITY AND SAFETY REGULATIONS. UPON COMPLETION, THE CONTRACTOR SHALL LEAVE THE WORK AREA AND PREMISES IN A CLEAN, NEAT AND WORKMANLIKE CONDITION SATISFACTORY TO THE CONTRACT MONITOR.

7. THE CONTRACTOR SHALL REPAIR AND RESTORE TO ITS ORIGINAL CONDITION ANY EQUIPMENT, MATERIALS, OR SURFACES DAMAGED BY THE CONTRACTOR'S EMPLOYEES. THE CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO CONTRACTOR'S OWN MATERIALS, SUPPLIES, AND EQUIPMENT, AND TO THE PERSONAL PROPERTY OF THE CONTRACTOR'S EMPLOYEES WHILE THEY ARE ON STATE PREMISES.

WARRANTY: DPSCS REQUIRES A TWO (2) YEAR WARRANTY PERIOD FOR ALL WORK PERFORMED FROM THE DATE OF A SATISFACTORY INSPECTION BY THE CONTRACT MANAGER. BIDS THAT INDICATE A WARRANTY PERIOD LESS THAN THE "REQUIRED" WARRANTY PERIOD SPECIFIED WILL BE DECLARED NON-RESPONSIVE. DPSCS MAY ELECT TO AWARD UNDER THE BIDDER'S PROPOSED WARRANTY, ONLY IF THE WARRANTY OFFER IS THE SAME OR GREATER THAN REQUIRED WARRANTY PERIOD. IF THE BIDDER DOES NOT INDICATE ITS OWN WARRANTY PERIOD, THEN THE BIDDER SHALL ACCEPT THE REQUIRED WARRANTY PERIOD STATED HEREIN AND IT WILL APPLY TO THE AWARD.

ALL EQUIPMENT SHALL BE COVERED UNDER THE STANDARD MANUFACTURER WARRANTY. UPON COMPLETION AND PRIOR TO THE PAYMENT OF THE FINAL INVOICE, THE CONTRACTOR SHALL PROVIDE THE CONTRACT MONITOR WITH ALL

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

ORIGINAL COPIES OF THE STANDARD MANUFACTURER WARRANTY FOR ALL EQUIPMENT FURNISHED AND INSTALLED AS SPECIFIED UNDER SCOPE OF CONTACT.

INSPECTIONS: THE CONTRACTOR SHALL COORDINATE WITH THE CONTRACT MONITOR A FINAL WALK THROUGH AFTER COMPLETION OF WORK AS SPECIFIED HEREIN. IF ANY DEFECTIVE WORK OR MATERIAL IS FOUND DURING THE WALK THROUGH, THE CONTRACTOR SHALL REMOVE OR REPAIR NOTED DEFECTIVES WITHOUT EXTRA CHARGE AND AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR MUST NOTIFY THE CONTRACT MANAGER AT LEAST TWO WORKING DAYS PRIOR TO THE COMPLETION OF WORK TO FACILITATE WALK THROUGH OF DEFECTIVE WORK OR MATERIAL. ALL WORK SHALL BE PERFORMED AS SPECIFIED HEREIN AND TO THE SATISFACTION OF THE CONTRACT MONITOR.

ON-SITE SUPERVISOR: THE CONTRACTOR SHALL PROVIDE FOR AN ON-SITE SUPERVISOR WHO WILL REPRESENT THE CONTRACTOR IN ALL MATTERS CONCERNING THIS CONTRACT. THE ON-SITE SUPERVISOR MUST HAVE AT LEAST TWO (2) YEARS OF EXPERIENCE WITH DIETARY EQUIPMENT INSTALLATION SUPERVISION OF THE TYPE AND SIZE O F THE SPECIFICATIONS.

THE ON-SITE SUPERVISOR SHOULD BE ABLE TO READ, WRITE AND SPEAK PROFICIENTLY IN ENGLISH.

FAILURE OF THE ON-SITE SUPERVISOR TO BE PRESENT AT ANY TIME WORK IS PERFORMED UNDER THIS CONTRACT WILL RESULT IN DEDUCTIONS FROM PAYMENT TO THE CONTRACTOR EQUAL TO THE HOURS THE SUPERVISOR WAS NOT PRESENT MULTIPLIED BY THE HOURLY RATE TIMES THE NUMBER OF HOURS ELAPSED BEFORE THE ON-SITE SUPERVISOR PRESENTS HER/HIM TO THE CONTRACT ADMINISTRATOR.

THE ON-SITE SUPERVISOR IS RESPONSIBLE AND ACCOUNTABLE FOR ALL ACTIVITIES AND BEHAVIOR OF ALL PERSONNEL ASSIGNED BY THE CONTRACTOR.

INSURANCE: THE CONTRACTOR MUST FURNISH AND KEEP IN EFFECT DURING THE TERM OF THIS CONTRACT THE FOLLOWING:

GENERAL LIABILITY INSURANCE IN THE AMOUNT OF $1,000,000 PER OCCURRENCE AND $3,000,000 AGGREGATE, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY LIABILITY COVERAGE. THIS INSURANCE MUST COVER THE RISKS OF EMPLOYEE THEFT, FALSE ARREST, FALSE IMPRISONMENT, MALICIOUS PROSECUTION, DEFAMATION OF CHARACTER, LIBEL, SLANDER OR OTHER TORTUROUS CONDUCT CAUSED BY ANY ACTS OF THE CONTRACTOR'S EMPLOYEES. THE STATE SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (WITH THE EXCEPTION OF THE WORKERS' COMPENSATION), AND ALL POLICIES SHALL BE WITH A COMPANY LICENSED BY THE STATE TO DO BUSINESS AND TO PROVIDE SUCH POLICIES.

SUCH WORKERS' COMPENSATION INSURANCE AS IS REQUIRED BY THE LAWS OF THE

*** CONTINUED, NEXT PAGE ***

TERMS (cont'd):

STATE OF MARYLAND. UNLESS THE PROCUREMENT OFFICER OTHERWISE AGREES, THE CONTRACTOR MUST SUBMIT ANY REQUIRED CERTIFICATES OF INSURANCE TO THE PROCUREMENT OFFICER FOR REVIEW AND APPROVAL BEFORE BEGINNING ANY WORK. THESE CERTIFICATES SHALL BE HELD BY THE PROCUREMENT OFFICER FOR THE DURATION OF THE CONTRACT.
THE STATE SHALL HAVE THE ABSOLUTE RIGHT TO TERMINATE THE CONTRACT IF ANY INSURANCE POLICY IS CANCELED AT ANY TIME FOR ANY REASON AND A NEW POLICY IS NOT OBTAINED BY THE CONTRACTOR AND APPROVED BY THE PROCUREMENT OFFICER. UNLESS THE PROCUREMENT OFFICER OTHERWISE AGREES, THE NEW POLICY MUST BE EFFECTIVE AS OF THE PREVIOUS POLICY'S DATE OF CANCELLATION.

FIDELITY BOND: THE CONTRACTOR'S EMPLOYEES SHALL BE BONDED BY A COMPANY APPROVED BY THE MARYLAND INSURANCE COMMISSIONER TO ISSUE SUCH BONDS IN MARYLAND. THE BOND OR BONDS SHALL PROTECT THE STATE AGAINST LOSS BY THEFT OF MONEY OR OTHER PROPERTY FROM THE PREMISES TO WHICH THE STATE OR OTHERS MAY SUSTAIN AS A RESULT OF ANY FRAUDULENT OR DISHONEST ACT OF THE CONTRACTOR'S EMPLOYEE, ACTING ALONE OR IN COLLUSION WITH OTHERS, DURING THE TERM OF THE CONTRACT. SAID BOND OR BONDS SHALL HAVE A LIMIT OF $2,500 PER OCCURRENCE, PER EMPLOYEE. CONTRACTOR MUST DELIVER SAID BOND OR BONDS TO THE STATE NO LATER THAN TIME OF AWARD.
CONTRACT TERMINATION: CONTRACTS SHALL REMAIN IN EFFECT FOR THE SPECIFIED TIME PERIOD AND FOR QUANTITIES SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE OF MARYLAND. THE STATE OF MARYLAND MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE, UPON THIRTY (30) DAYS WRITTEN NOTICE.

QUANTITIES: QUANTITIES REPRESENTED ARE ESTIMATED AND ARE NOT WARRANTED OR GUARANTEED BY THE STATE OF MARYLAND. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE(S). VENDOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT UNIT PRICES IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THE SOLICITATION.

PAYMENTS: ALL INVOICES FOR SERVICES SHALL BE SIGNED BY THE CONTRACTOR AND SUBMITTED TO THE CONTRACT MONITOR. ALL INVOICES SHALL INCLUDE THE FOLLOWING INFORMATION:

CONTRACTOR NAME

REMITTANCE ADDRESS

FEDERAL TAXPAYER IDENTIFICATION NUMBER (OR IF SOLE PROPRIETORSHIP, THE INDIVIDUAL'S SOCIAL SECURITY NUMBER)

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B4400657 **PRINT DATE:** 08/18/14 **PAGE:** 06

TERMS (cont'd):

INVOICE PERIOD

INVOICE DATE

INVOICE NUMBER

STATE ASSIGNED CONTRACT NUMBER

STATE ASSIGNED PURCHASE ORDER NUMBER(S)

GOODS OR SERVICES PROVIDED

DATE INSTALLATION COMPLETE

INVOICES MUST BE SUBMITTED TO:

PATRICIA A. MOORE, DIRECTOR, ADMINISTRATIVE SERVICES
6776 REISTERSTOWN ROAD, SUITE 311
BALTIMORE, MARYLAND 21215
INVOICES SUBMITTED WITHOUT THE REQUIRED INFORMATION CANNOT BE PROCESSED FOR PAYMENT UNTIL THE CONTRACTOR PROVIDES THE REQUIRED INFORMATION.

THE DEPARTMENT RESERVES THE RIGHT TO REDUCE OR WITHHOLD CONTRACT PAYMENT IN THE EVENT THE CONTRACTOR DOES NOT PROVIDE THE DEPARTMENT WITH ALL REQUIRED DELIVERABLES WITHIN THE TIME FRAME SPECIFIED IN THE CONTRACT OR IN THE EVENT THAT THE CONTRACTOR OTHERWISE MATERIALLY BREACHES THE TERMS AND CONDITIONS OF THE CONTRACT UNTIL SUCH TIME AS THE CONTRACTOR BRINGS ITSELF INTO FULL COMPLIANCE WITH THE CONTRACT. ANY ACTION ON THE PART OF THE DEPARTMENT, OR DISPUTE OF ACTION BY THE CONTRACTOR, SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF MD. CODE ANN., STATE FINANCE AND PROCUREMENT ARTICLE 15-215 THROUGH 15-223 AND WITH COMAR 21.10.02.
CONTRACT ACCEPTANCE: THIS BLANKET PURCHASE ORDER (BPO) IS ISSUED AS A RESULT OF THE INVITATION TO BID (ITB #001IT819521 / MDDGS31013960) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS, OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS, AND SPECIFICATIONS ISSUED WITH THE BPO (#001IT819521) AND ARE INCORPORATED HEREIN AND MADE A PART OF THIS BPO.

BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B4400657 **PRINT DATE:** 08/18/14 **PAGE:** 07

LINE #	STATE ITEM ID	U/M	UNIT COST
0001	04550-000001	EA	

KITCHEN EQUIPMENT

KITCHEN EQUIPMENT JESSUP CORRECTTIONAL INST. - JESSUP, MD 20794

JCI 2-DR FREEZER $8,731.09

2-DR WARMER $7,186.07

1-DR REFRIGERATOR $5,874.35

BRAISING PAN $13,204.33

ROLL-IN COMBI $34,154.16

TOTAL $69,150.00

0004	04550-000001	EA	

KITCHEN EQUIPMENT

KITCHEN EQUIPMENT - MCIJ - JESSUP, MD 202794

ELECTRIC GRIDDLE $12,516.63

2-DR REFRIGERATOR $12,715.46

PASS-THRU WARMER $7,507.89

DBL COMBI $34,670.42

DISPOSER (2) $15,805.62

BRAISING PAN $13,146.83

2-DR REFRIGERATOR $7,833.87

FOOD PROCESSOR $3,293.28

TOTAL $107,490.00

BLANKET PURCHASE ORDER
STATE OF MARYLAND

LINE #	STATE ITEM ID	U/M	UNIT COST
0006	04550-000001	EA	

KITCHEN EQUIPMENT

KITCHEN EQUIPMENT - MCIW - JESSUP, MD 20794

2-DR REFRIGERATOR $7,833.87

2-DR WARMER $7,181.07

WARMER $5,267.92

MIXER $18,409.54

COOKER/MIXER $50,111.48

BRAISING PAN $13,316.83

FOOD PROCESSOR $3,298.84

SLICER $5,780.45

TOTAL $111,200.00

0007	04550-000001	EA	

KITCHEN EQUIPMENT

KITCHEN EQUIPMENT - PATX - JESSUP, MD 20794

PATX ICE MAKER $10,900.00

TOTAL $10,900.00

0008	04550-000001	EA	

KITCHEN EQUIPMENT

KITCHEN EQUIPMENT - RCI - HAGERSTOWN, MD 21746

2-DR PASS-THRU REFRIGERATOR $12,710.53

PASS-THRU WARMER $7,507.89

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B4400657 **PRINT DATE:** 08/18/14

LINE #	STATE ITEM ID	U/M	UNIT COST

BRAISING PAN $8,593.34

WARMER $3,790.00

GRIDDLE $2,498.24

TOTAL $35,100.00

0009 04550-000001 EA

KITCHEN EQUIPMENT

KITCHEN EQUIPMENT - MCTC/EHU/HED - HAGERSTOWN, MD 21746

2-DR DUAL TEMP REF/FRZ $10,540.00

TOTAL $10,540.00

0010 04550-000001 EA

KITCHEN EQUIPMENT

KITCHEN EQUIPMENT - MCIH - HAGERSTOWN, MD 21746

PLATFORM CART $897.39

PASS-THRU WARMER $6,131.28

2-DR REFRIGERATOR $10,001.15

TRAY DRYING RACK $2,759.02

TRAY DRYING RACK $3,131.16

TOTAL $22,920.00

0011 04550-000001 EA

KITCHEN EQUIPMENT

BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B4400657 **PRINT DATE:** 08/18/14 **PAGE:** 10

LINE #	STATE ITEM ID	U/M	UNIT COST
0012	04550-000001	EA	

KITCHEN EQUIPMENT

KITCHEN EQUIPMENT - WCI - CUMBERLAND, MD 21502

ROLL-IN COMBO OVENS/STEAMER ROLL-IN RACK $39,900.00

TOTAL $39,900

END OF ITEM LIST

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

AUTHORIZED BY: Christine Vasili **DATE:** 8/18/14

BUYER AUTHORIZED DESIGNEE

FMIS-5 (4/96)