

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6400221

PRINT DATE: 09/21/18

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

JUICECO INC
7020 GOLDEN RING ROAD

BALTIMORE, MD 21237
(410)918-0006

REFER QUESTIONS TO:

KIMBERLY HACKETT
(410)767-0788
KIMBERLY.HACKETT@MARYLAND.GOV

ITB:

EXPR DATE: 09/30/19
POST DATE: 10/29/15

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.

CONTRACT EXTENDED TO 9/30/19 BY AGENCY REQUEST. VENDOR AGREED TO
TERMS AND CONDITIONS, PRICE INCREASES ON LINES 001, 002 AND 003.
EFFECTIVE 9/20/2018

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AGENCY CONTRACT
FOR THE
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES (DPS CS)
FOR
BAG-IN-A-BOX JUICE, SOFT DRINK BLADDER BOXES AND ICED TEA BASES
=====

CONTRACT EXTENDED TO 09/30/2018 WITH SAME PRICES, TERMS & CONDITIONS
BY MUTUAL AGREEMENT BETWEEN VENDOR AND DGS (01/31/18)

CONTRACT EXTENDED TO 03/31/2018 WITH SAME PRICES, TERMS & CONDITIONS
BY MUTUAL AGREEMENT BETWEEN VENDOR AND DGS (01/31/18)

CONTRACT EXTENDED TO 01/31/2018 WITH SAME PRICES, TERMS & CONDITIONS
BY MUTUAL AGREEMENT BETWEEN VENDOR AND DGS (12/21/17)

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TERMS (cont'd):

CONTRACT EXTENDED TO 12/31/2017 WITH SAME PRICES, TERMS & CONDITIONS BY MUTUAL AGREEMENT BETWEEN VENDOR AND DGS (9/27/17)

THIS IS THE FINAL RENEWAL OPTION.

CONTRACT PERIOD: NOVEMBER 1, 2015 THRU OCTOBER 31, 2017 (2 YEARS) PROVIDING THE PRICES, TERMS, AND CONDITIONS REMAIN THE SAME.

VENDOR CONTACT: ROBERT HOMEWOOD
PH. #: 410-918-0006

SCOPE OF CONTRACT:

THIS CONTRACT IS AN INDEFINITE QUANTITY, FIXED PRICE CONTRACT TO SUPPLY THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES (DPSCS) WITH THEIR REQUIREMENTS FOR BAG IN A BOX JUICE BASES, SOFT DRINK BLADDER BOXES AND ICED TEA BASES INCLUDING INSTALLATION AND MAINTENANCE OF DISPENSING EQUIPMENT INCLUDING DISPENSING STATIONS, CABINETS AND CO2 CYLINDERS, ETC. FOR THE DURATION OF THE CONTRACT.

THE VENDOR IS REQUIRED TO DO A SITE SURVEY TO DETERMINE WHAT EQUIPMENT IS NECESSARY. THE EQUIPMENT PROVIDED SHALL REMAIN THE PROPERTY OF THE VENDOR AND MAINTENANCE AND REPAIRS OF SAID EQUIPMENT SHALL BE THE RESPONSIBILITY OF THE VENDOR. THE USING AGENCY WILL HAVE THE RESPONSIBILITY TO MAKE AVAILABLE ELECTRICAL, PLUMBING, DRAIN AND WATER FOR HOOKUP TO WITHIN 10 FEET OF INSTALLATION.

VENDOR IS TO TRAIN STAFF IN USE OF EQUIPMENT. VENDOR SHALL PROVIDE PREVENTATIVE MAINTENANCE SERVICE UPON PRODUCT DELIVERY OR BE AVAILABLE ON-CALL FOR SERVICE WITHIN A 24 HOUR PERIOD.

SCOPE OF USERS: DPSCS FACILITIES INCLUDING, BUT NOT LIMITED TO MARYLAND CORRECTIONAL INSTITUTE (MCI) - HAGERSTOWN, MCI - JESSUP, EASTERN CORRECTIONAL INSTITUTE, PATUXENT INSTITUTE, MARYLAND CORRECTIONAL INSTITUTE FOR WOMEN AND BALTIMORE PRE-RELEASE FOR WOMEN.

QUOTED PRICES ARE TO BE NET 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.

THIS IS A FIRM, FIXED PRICE CONTRACT IN THAT NO PRICE ESCALATION SHALL BE ALLOWED. HOWEVER, IN THE EVENT OF ANY SUCH DECREASE IN PRICE DUE TO MARKET CHANGE OR OTHER CONDITIONS, THE STATE OF MARYLAND SHALL BE NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASE.

DELIVERY:

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TERMS (cont'd):

SOME, IF NOT ALL, OF THE AGENCIES UTILIZING THIS CONTRACT ARE SECURE FACILITIES. DELIVERY SHALL BE COORDINATED WITH THE USING AGENCY WHEN FIRST ORDER IS PLACED FOLLOWING ALL AGENCY PROCEDURES.

ORDERS WILL BE PLACED DIRECT BY THE USING AGENCY. ALL ORDERS WILL BE SHIPPED AND BILLED DIRECT TO EACH AGENCY.

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

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

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	39333-541224	CS	39.2500		
BEVERAGE BASE, ORANGE JUICE BASE, 3 GAL. BLADDER BOX, 4 PLUS 1 JUICECO BRAND #8270					
0002	39333-541224	CS	36.2600		

BEVERAGE BASE, APPLE JUICE BASE, 3 GAL. BLADDER BOX, 4 PLUS 1

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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JUICECO BRAND #8235

0003	39333-541224	CS	40.2600	
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BEVERAGE BASE, GRAPEFRUIT JUICE BASE, 3 GAL. BLADDER BOX, 4 PLUS 1
JUICECO BRAND #8255

0004	39377-300600	BG	32.2000	
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COLA, CHERRY COLA, ORANGE, LEMON LIME - 5 GAL. BLADDER BOX, 5 PLUS 1
COLA: JUICECO BRAND #8515
CHERRY COLA: JUICECO BRAND #8517
ORANGE: JUICECO BRAND #8530
LEMON/LIME: JUICECO BRAND #8540

0005	39377-300630	BG	32.2000	
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COLA, DIET - 5 GAL BLADDER BOX, 5 PLUS 1
JUICECO BRAND #8510

0006	39333-000001	CS	27.7500	
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BEVERAGE BASE - FRUIT FLAVOR BEVERAGE BASE CONCENTRATE SHALL PROVIDE
5 GAL, 8 PLUS 1 RATION AND SHALL UTILIZE HIGH FRUCTOSE SUGAR WITH A
BRIX LEVEL OF 9.4 DEGREES. NO ARTIFICIAL SWEETNERS ARE TO BE USED.
FRUIT FLAVOR BEVERAGE BASE CONCENTRATE FLAVORS SHALL INCLUDE GRAPE,
FRUIT PUNCH, LEMONADE, LEMON LIME AND ORANGE. THE VITAMIN CONTENT
SHALL INCLUDE THE FOLLOWING PERCENTAGES OF THE RDA IN AN 8 OZ.
SERVING, 100 PERCENT VITAMIN C AND 25 PERCENT VITAMIN D.

GRAPE: JUICECO BRAND #5836
CHERRY: JUICECO BRAND #5831
LEMON: JUICECO BRAND #5841
ORANGE: JUICECO BRAND #5846
FRUIT PUNCH: JUICECO BRAND #5854

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0007	39385-250005	CS	27.7500	

TEA BASE WITH LEMON & SUGAR; 8:1 MIX; 5 GAL BAG-IN-BOX
JUICECO BRAND #5851

END OF ITEM LIST

ADDITIONAL TERMS AND CONDITIONS:

ANY ITEM LISTED HEREIN THAT IS NOT DELIVERED IN A TIMELY MANNER OR DOES NOT CONFORM TO THE REQUIREMENTS OF THE PURCHASE ORDER, MAY BE PURCHASED ON THE OPEN MARKET BY THE USING AGENCY. THE CONTRACTED VENDOR WILL BE CHARGED FOR ANY PRODUCT COST INCURRED BY THE STATE THAT IS IN EXCESS OF THE CONTRACTED PRICE.

VENDORS UNABLE TO MAKE SCHEDULED DELIVERY FOR ANY REASON SHALL NOTIFY RECIPIENT AGENCY IN ADVANCE (24 HOURS MINIMUM, IF POSSIBLE) OF SCHEDULED DELIVERY DATE AND TIME.

QUANTITIES SHOWN ARE FOR A TWO (2) 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.

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.

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A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS 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 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. REPORT SHALL BE EMAILED TO THE FOLLOWING ADDRESS:

MARGARET.HAJIANTONI@DGS.STATE.MD.US

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.

SECURE FACILITIES:

SECURITY CONCERNS VARY STATEWIDE, BUT ARE ESPECIALLY IMPORTANT AT CORR 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. CONTRACTOR SHALL BEAR THE COST OF THE BACKGROUND CHECK IF REQUIRED. AT SOME FACILITIES, TRUCKS SHALL BE SEARCHED PRIOR TO ENTRY AND EXIT, CAUSING UP TO 30

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TERMS (cont'd):

MINUTES DELAY EACH WAY.

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.

THE MARYLAND DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" INCORPORATED HEREIN BY REFERENCE.

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE