

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6400397

PRINT DATE: 03/16/16

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: ATLANTIC TACTICAL 763 CORPORATE CIR NEW CUMBERLAND, PA 17070 (800)781-2677	REFER QUESTIONS TO: IRIS LESTER BELL (410)767-4612 IRIS.LESTER@MARYLAND.GOV	
ITB:	EXPR DATE: 03/05/17 POST DATE: 02/26/16	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.

VENDOR CONTACT: TOM CARUSO 800-781-2677

=====
AGENCY CONTRACT
FOR
BODY ARMOR
=====

.THIS IS THE FINAL RENEWAL.

AGENCY: MARYLAND TRANSPORTATION AUTHORITY
OTHER LAW ENFORCEMENT AGENCIES WITHIN MARYLAND

CONTRACT TERM: MARCH 05,2016 THRU MARCH 04,2017 (1 YEAR)

THE STATE RESERVES THE UNILATERAL OPTION TO RENEW THE CONTRACT WITH THE SAME TERMS,CONDITIONS AND PRICING.

NOTE: RENEWAL OPTIONS ARE AT THE DISCRETION OF THE STATE AND THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT. PRICES SUBMITTED AT THE TIME OF THE BID MUST REFLECT THE POTENTIAL INCREASES THROUGH THE TERM AND THE OUT YEARS OF THE CONTRACT.

THIS CONTRACT IS TO BE A FIRM FIXED PRICE CONTRACT IN THAT NO PRICE ESCALATION SHALL BE ALLOWED. ALL PRICES CONTAINED HEREIN SHALL BE FIRM FOR THE ENTIRE CONTRACT PERIOD. HOWEVER, IN THE EVENT OF ANY

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TERMS (cont'd):

SUCH DECREASE IN PRICE DUE TO MARKET CHANGE OR OTHER CONDITIONS, THE STATE OF MARYLAND SHALL BE NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASE.

QUANTITIES STATED ARE AN ESTIMATE ONLY, AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. THERE ARE NO MINIMUM ORDER REQUIREMENTS FOR ANY UNIFORM ITEM. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE. CONTRACTS LIMITING QUANTITIES IN ANY WAY WILL NOT BE ACCEPTED OR CONSIDERED.

ALL ORDERS WILL BE IN THE FORM OF MDTA PURCHASE ORDERS. VENDOR SHALL ACKNOWLEDGE ALL ORDERS BY SUBMITTING AN ORDER ACKNOWLEDGEMENT CONTAINING THE FOLLOWING INFORMATION:

ITEMS BEING ORDERED, TOTAL NUMBER OF UNITS, COST PER UNIT AND TOTAL OVERALL COST INCLUDING SHIPPING AND HANDLING, EXPECTED DELIVERY DATE.

ALL ORDERS SHALL BE DELIVERED WITHIN 4 TO 8 WEEKS AFTER RECEIPT OF ORDER (ARO) AND SHALL BE SHIPPED FOB DESTINATION TO THE MARYLAND FACILITY STATEWIDE. EXPEDITED CHARGES FOR ORDERS REQUIRED EARLIER THAN THE SPECIFIED TIME FRAME ABOVE WILL BE THE RESPONSIBILITY OF THE USING AGENCY. ALL DELIVERIES MUST BE INSPECTED, ACCEPTED AND RECEIVED PRIOR TO SUBMITTAL OF PAYMENTS.

VENDOR MUST BE AVAILABLE TO RESPOND TO MDTA MULTIPLE FACILITIES MULTIPLE TIMES A YEAR TO MEASURE OFFICERS FOR A PROPER FIT OF VEST.

PAYMENT:

PAYMENT WILL BE MADE BY CHECK WITH THIRTY (30) DAYS UPON RECEIPT OF AN INVOICE FROM THE VENDOR.

ALL INVOICES AND/OR CORRESPONDENCE PERTAINING TO INVOICES SHALL BE IDENTIFIED WITH DGS AWARDED NUMBER AND SHALL BE FORWARDED TO:

QUARTERMASTER UNIT
MARYLAND TRANSPORTATION AUTHORITY POLICE
1700 FRANKFURST AVENUE
BALTIMORE, MARYLAND 21226

THE CONTRACTOR SHALL INCLUDE ITS FEDERAL EMPLOYEE NUMBER (FEIN) ON THE FACE OF ALL INVOICES.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	68008-200005	EA	669.0000

ABA XTREME LEVEL 2 HP01 BALLISTIC BODY ARMOR WITH CARRIERS. MUST COMPLY WITH NIJ 06 HP01 INTERIM REQUIREMENTS FOR BULLET-RESISTANT BODY ARMOR, TYPE 2 (NO SUBSTITUTE) PER ATTACHED SPECIFICATIONS.

END OF ITEM LIST

ADDITIONAL TERMS & CONDITIONS:

ANY CONTRACT RESULTING FROM THIS SOLICITATION SHALL ALSO BE MADE AVAILABLE TO ALL LAW ENFORCEMENT AGENCIES WITHIN THE STATE OF MARYLAND.

THIS CONTRACT IS FOR NEW PRODUCTS/EQUIPMENT AND MUST BE FREE FROM DEFECTS. USED, REFURBISHED OR REMANUFACTURED PRODUCTS/EQUIPMENT, INCLUDING DEMONSTRATION EQUIPMENT, WILL NOT BE ACCEPTED OR CONSIDERED UNLESS OTHERWISE INDICATED IN THE SOLICITATION.

CONTRACTOR MUST NOTIFY THE PROCUREMENT OFFICER IMMEDIATELY OF ANY SUPPLY ISSUES THAT COULD RESULT IN DELIVERY DELAYS OR PRODUCT UNAVAILABILITY.

CONTRACTOR SHALL BE REQUIRED TO ALERT THE PROCUREMENT OFFICER OF ANY PRODUCT RECALL OR ANY OTHER MANUFACTURING ISSUES WITHIN TWENTY-FOUR (24) HOURS OF RECEIPT OF THIS INFORMATION.

THE PROCUREMENT OFFICER SHALL REQUIRE IMMEDIATE NOTIFICATION FROM THE CONTRACTOR IF THE MANUFACTURER CHANGES THEIR MANUFACTURING PRACTICES, INCLUDING BUT NOT LIMITED TO, OUT-SOURCING OR RAW MATERIAL SUPPLIER THAT WOULD AFFECT THE ABILITY TO SUPPLY PRODUCTS THAT MEET CONTRACT SPECIFICATIONS.

QUALITY CLAUSE: THE CONTRACT WILL BE CANCELED UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. THE VENDOR WILL BE RESPONSIBLE FOR MONETARY DAMAGES LIMITED TO THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND OPEN MARKET PURCHASE TO FULFILL THE CONTRACT.

WARRANTY CLAUSE: THE SELLER EXPRESSLY WARRANTS THE GOODS COVERED BY THIS CONTRACT TO CONFORM THE SPECIFICATIONS.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE

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TERMS (cont'd):

SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

VENDOR SHALL INCLUDE THE CONTRACT NUMBER AND 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL CORRESPONDENCE, INCLUDING BUT NOT LIMITED TO INVOICES AND PACKING SLIPS. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

LIMITS ON USING AGENCY AUTHORITY: THE AWARDEE SHALL NOT ACCEPT CHANGES, ADDITIONS OR SUBSTITUTIONS BY USING AGENCIES OR OTHERS IN THE REQUIREMENTS OF THIS CONTRACT UNLESS FURNISHED IN WRITING BY THE DEPARTMENT OF GENERAL SERVICES (DGS) AND SIGNED BY THE DGS PROCUREMENT OFFICER.

CONTRACT 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 THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT 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. REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2) ADDRESSES:
MARGARET.HAJIANTONI@DGS.STATE.MD.US
HOWARD.MCLAIN@DGS.STATE.MD.US

CORPORATE "P" PURCHASING CARDS MAY BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACTS OF \$5,000 OR LESS.

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

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;

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TERMS (cont'd):

- (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 OR 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 NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSSITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT 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 (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMING 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 BE ENFORCED AGAINST THE STATE OF MARYLAND.

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AUTHORIZED BY: _____ DATE: _____
BUYER AUTHORIZED DESIGNEE