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

BPO NO: 001B3600352 **PRINT DATE:** 08/24/23 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

ATLANTIC TACTICAL

763 CORPORATE CIR

NEW CUMBERLAND, PA

(800 781-2677 **REFER QUESTIONS TO:**

ENAYATULLAH RAYHAN

(410)767-5139

ENAYATULLAH.RAYHAN@MARYLAND.GOV

ITB: **EXPR DATE:** 06/20/24 DISCOUNT TERMS: . NET 30 DAY

> **POST DATE:** 04/19/23 .00 **CONTRACT AMOUNT:**

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.

MARYLAND STATEWIDE

17070

POLICE FIREARMS CONTRACT

AMENDMENT# 1: LINE #9 PERCENTAGE CORRECTED.

THIS IS (1) ONE OF (2) TWO RENEWAL OPTIONS.

JUNE 20, 2023 THROUGH JUNE 20, 2024, WITH OPTION ONE TERM: THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS AND PRICE.

VENDOR CONTACT: EMMA YEAGER

VENDOR PHONE: 301.741.1252

VENDOR FAX: 717.774.4463

VENDOR E-MAIL: EMMA.YEAGER@ATLANTICTACTICAL.COM

DELIVERY:

ALL DELIVERIES AND PICK-UPS SHALL BE COORDINATED WITH THE APPROPRIATE

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TERMS (cont'd):

AGENCY AND DISCUSSED WITH THE APPROPRIATE QUARTERMASTER OR QUARTERMASTER SUPERVISOR. AGENCY WILL NOT ACCEPT DELIVERIES NOT NOT APPROVED BY THE APPROPRIATE SUPERVISOR. SYSTEMS SHALL BE DELIVERED F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, WITHIN SIX (6) WEEKS OF RECEIPT OF AN AUTHORIZED PURCHASE ORDER.

ALL WEAPON MUST BE DELIVERED TO THE REQUESTING AGENCY WITHIN 90 DAYS EXPECT CLASS 1 WEAPON WHICH MUST BE DELIVERED WITHIN 180 DAYS.

NO ADDITIONAL CHARGES WILL BE ALLOWED FOR ANY TRANSPORTATION COSTS RESULTING FROM PARTIAL SHIPMENTS MADE AT CONTRACTOR'S CONVENIENCE WHEN A SINGLE SHIPMENT IS ORDERED. DELIVERY INSTRUCTIONS SHALL BE SPECIFIED BY THE ORDERING ENTITY AT THE TIME OF EACH PURCHASE.

WARRANTY:

CONTRACTOR SHALL PROVIDE THE MANUFACTURERS STANDARD WARRANTY FOR ALL COMPONENTS AND EQUIPMENT AGAINST DEFECTS FOLLOWING ACCEPTANCE BY BY THE USING AGENCY. WITHIN THE WARRANTY PERIOD, THE CONTRATOR SHALL GUARANTEE TO REPAIR AND/OR REPLACE ALL EQUIPMENT AS A RESULT OF DEFECTIVE MATERIAL AND COVER ONE HUNDRED PERCENT (100%) PARTS, LABOR AND SHIPPING. THE USING AGENCY SHALL NOT BE REQUIRED TO DEAL WITH WARRANTY ISSUES WITH ANYONE OTHER THAN THE AUTHORIZED DEALER OR MANUFACTURER.

THE AUTHORIZED MANUFACTURER OR DEALER MUST PROVIDE A TOLL-FREE NUMBER FOR TECHNICAL SUPPORT AND WARRANTY CLAIM. IN ORDER TO MINIMIZE DOWNTIME AS A RESULT OF FAULTY COMPONENTS AND EQUIPMENT, ALL ITEMS SHIPPED TO THE MANUFACTURER UNDER WARRANTY CLAIM MUST BE REPAIRED OR REPLACED AND SHIPPED BACK TO THE USING AGENCY WITHIN 3 BUSINESS DAYS FOLLOWING RECEIPT OF THE FAULTY EQUIPMENT BY THE MANUFACTURER.

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.

PROCESSING FEE

1.

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE 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 RETURNS 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.

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL

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TERMS (cont'd):

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 ALSO BE EMAILED TO THE PROCUREMENT OFFICER. (DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV)

3. 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 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.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.
PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6)(A) 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.
 - (A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTIONOF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
 - (B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
- (7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE.

^{***} CONTINUED, NEXT PAGE ***

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

TERMS (cont'd):

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 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.

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 BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # 0011T821092 / BPM017241 INCORPORATED HEREIN BY REFERENCE.

LINE #	STATETIEM ID	<u> </u>	UNII COST	
0001	68052	EA		

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

GLOCK SIGHTS- AMERI-GLOW OPTION ADD ON FOR GEN 5 GLOCK 19% DISCOUNT OFF MSRP

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LINE # STATE ITEM ID U/M UNIT COST

0002 68004 CS

AMMUNITION

ANY MODEL LAW ENFORCEMENT MAGAZINES FOR ANY GLOCK PISTOL GEN 4 OR GEN 5.

23% DISCOUNT OFF MSRP

0004 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL SMITH AND WESSON PISTOL WITH THREE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES.

38% DISCOUNT OFF MSRP

0005 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL SMITH AND WESSON PISTOL WITH THREE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES AND SMITH WESSON NIGHT SIGHTS 38% DISCOUNT OFF MSRP

0006 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL LAW ENFORCEMENT MAGAZINES FOR SMITH AND WESSON PISTOLS.

31% DISCOUNT OFF MSRP

0007 68052 EA

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LINE # STATE ITEM ID U/M UNIT COST

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL SAFARILAND HOLSTERS 38% DISCOUNT OFF MSRP

0008 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL BLACKHAWK HOLSTER 42% DISCOUNT OFF MSRP

0009 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL STREAMLIGHT WEAPON MOUNTED ILLUMINATION DEVICE 48% DISCOUNT OFF MSRP

0010 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL SUREFIRE WEAPON MOUNTED ILLUMINATION DEVICE 31% DISCOUNT OFF MSRP

0011 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL EOTECH WEAPON MOUNTED SIGHT 25% DISCOUNT OFF MSRP

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LINE # STATE ITEM ID U/M UNIT COST

0012 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL AIMPOINT WEAPON MOUNTED SIGHT

12% DISCOUNT OFF MSRP

0013 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL LWRC RIFLE WITH ONE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES

4% DISCOUNT OFF MSRP

0014 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL COLT RIFLE WITH ONE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES

4% DISCOUNT OFF MSRP

0015 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL REMINGTON RIFLE WITH ONE HIGH CAPACITY LAW ENFORCEMENT

MAGAZINES

28% DISCOUNT OFF MSRP

0016 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

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HIGH CAPACITY LAW ENFORCEMENT MAGAZINES FOR ANY MODEL LWRC RIFLE

1% DISCOUNT OFF MSRP

0017 68052

EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

HIGH CAPACITY LAW ENFORCEMENT MAGAZINES FOR ANY MODEL COLT RIFLE

3% DISCOUNT OFF MSRP

0018 68052

EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

OTHER ACCESSORIES, PARTS AND REPAIR FOR FIREARMS

5% DISCOUNT OFF MSRP

0019 68052

EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY REMINGTON SHOTGUN WITH RIFLED SIGHTS

28% DISCOUNT OFF MSRP

0020

68052

EΑ

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

REMINGTON SHOTGUN ACCESSORIES

18% DISCOUNT OFF MSRP

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LINE # STATE ITEM ID U/M UNIT COST ______

0021 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL STREEAMLIGHT WEAPON MOUNTED ILLUMINATION DEVICE

48% DISCOUNT OFF MSRP

0022 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL VORTEX OPTICS WEAPON MOUNTED SIGHT NO SUBSTITUTIONS

27% DISCOUNT OFF MSRP

0023 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

LINE ITEM UNAVAILABLE, PLEASE DISREGARD.

ANY MODEL SIG SAUER WEAPON MOUNTED SIGHT NO SUBSTITUTIONS

00% DISCOUNT OFF MSRP

0024 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ROYAL REMINGTON 870 EXPRESS BREACHING SHOTGUN

29% DISCOUNT OFF MSRP

0025 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

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LINE # STATE ITEM ID U/M UNIT COST

RIFLE CONVERSION BOLT: ULTIMATE TRAINING MISSION M16/M4 RIFLE BOLT

CARRIE ASSEMBLY; FORCE ON FORCE M4/M16.56MM

1% DISCOUNT OFF MSRP

0026 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

RIFLE CONVERSION BOLT: FORCE ON FORCE M4/M16.56MM

1% DISCOUNT OFF MSRP

0027 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

PISTOL CONVERSION KIT: UTM 5 GLOCK® 17/22 MMR KITS

1% DISCOUNT OFF MSRP

0028 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

REMINGTON RIFLE ACCESSORIES

5% DISCOUNT OFF MSRP

0029 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL STEINER WEAPON MOUNTED SIGHT NO SUBSTITUTIONS

7% DISCOUNT OFF MSRP

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LINE # STATE ITEM ID U/M UNIT COST _____

0030 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

GLOCK PISTOL- ANY MODEL GEN 4 OR GEN 5 GLOCK PISTOL WITH THREE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES
0% DISCOUNT OFF OF MSRP LIST PRICE

0031 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

GLOCK PISTOL WITH NIGHT SIGHT - ANY MODEL GEN 4 OR GEN 5 GLOCK PISTOL WITH THREE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES 0% DISCOUNT OFF OF MSRP LIST PRICE

0032 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

SIG SAUER- ANY MODEL SIG SAUER PISTOL WITH THREE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES
0% DISCOUNT OFF OF MSRP LIST PRICE

0033 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

SIG SAUER PISTOLS WITH NIGHT SIGHT - ANY MODEL WITH THREE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES
0% DISCOUNT OFF OF MSRP LIST PRICE

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0034	68052	EA		
GUNS, P	ISTOLS, RIFLES, ANI	SHOTGUNS		
	ER RIFLES - ANY MOI DUNT OFF OF MSRP LI		H ONE MAGAZINE	
0035	68052	EA		
GUNS, P	ISTOLS, RIFLES, ANI) SHOTGUNS		
	TER AMMUNITION AT 4	14% OFF MSRP UN	NTIL JANUARY 2023 W	VHEN A NEW PR
0036	68052	EA		
WINCHEST	ISTOLS, RIFLES, ANI FER RIFLES-ANY MODI LIST PRICE.		ONE MAGAZINE 44% I	DISCOUNT OFF
		END OF	ITEM LIST	
		***** LAST I	PAGE ******	
AUTHORI	ZED BY:	BUYER AUTHORIZED DE		ATE: