

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4600140

PRINT DATE: 09/16/25

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS	
VENDOR ID: AXON ENTERPRISE INC 17800 N 85TH ST SCOTTSDALE, AZ 85255 (480)905-2060	REFER QUESTIONS TO: CINDY MCCAULEY (410)767-4082 CINDY.MCCAULEY@MARYLAND.GOV
ITB:	EXPR DATE: 12/20/27 POST DATE: 11/07/23 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.

STATEWIDE ICPA FOR AXON PUBLIC SAFETY VIDEO CAMERA SYSTEMS AND TASERS
OMNIA CONTRACT 3544-21-4615

MODIFICATION #1: ALLOW REFERENCE REVISED ON THE 2342 SCREEN.

RENEWALS AVAILABLE AT THE DISCRETION OF OMNIA
EFFECTIVE THROUGH 12/30/2027 WITH THREE (3) ONE YEAR OPTIONS AVAILABLE

VENDOR CONTACT: BILL PARRISH
616-325-6342
PARRISHB@AXON.COM

DELIVERY AND ACCEPTANCE:

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER, IN WRITING, THE SUSPENSION, DELAY, OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROM

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TERMS (cont'd):

PTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

PURCHASES BY OTHER ENTITIES-INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACT.

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
- (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 ASSOC 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.

(B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

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

(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 CONTRACTOR AND THE PURCHASER.

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TERMS (cont'd):

(E) 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 FORCED AGAINST THE STATE OF MARYLAND.

ELECTRONIC TRANSACTION FEE:

A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION 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 CONTRACTS UNIT PRICES.

B. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON ST, BALTIMORE, MARYLAND, 21201, WITHIN FORTY-FIVE (45) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH.

C. FAILURE TO REMIT TRANSACTION 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 THIS CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF 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 PERCENT (1%) OF THE CONTRACTS ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

D. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFORM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0001	84070-100106	EA		
CAMERA PACKAGE, VIDEO				
<hr/>				
0002	68050	EA		
GUNS, STUN (NONLETHAL)				
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END OF ITEM LIST				

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE