

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5600266

PRINT DATE: 01/17/25

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

GALLS LLC
1340 RUSSELL CAVE RD

LEXINGTON, KY
(859)266-7227

40505-3114

REFER QUESTIONS TO:

ENAYATULLAH RAYHAN
(410)767-5139

ENAYATULLAH.RAYHAN@MARYLAND.GOV

ITB: 001IT821469

EXPR DATE: 01/17/28

POST DATE: 01/17/25

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 CONTRACT
FOR POINT BLANK BALLISTIC AND STAB RESISTANT
BODY ARMOR

BASE TERM: THREE (3) YEAR CONTRACT WITH TWO (2) ONE (1) YEAR RENEWAL
OPTIONS. START FROM JANUARY 17, 2025 THROUGH JANUARY 16, 2028

OPTION YEAR ONE: JANUARY 17, 2028 THROUGH JANUARY 16, 2029 WITH
THE SAME CONTRACT TERMS, CONDITIONS AND PROVISIONS.

OPTION YEAR TWO: JANUARY 17, 2029 THROUGH JANUARY 16, 2030 WITH
THE SAME CONTRACT TERMS, CONDITIONS AND PROVISIONS.

VENDOR : GALLS, LLC
VENDOR CONTACT: MIKE FADDEN
VENDOR NUMBER : 844-464-2557
VENDOR FAX : 877-914-2557
VENDOR E-MAIL : BIDREVIEW@GALLS.COM

DELIVERY:

PRODUCT TO BE DELIVERED TO ANY REQUESTING STATE OR LOCAL AGENCY

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TERMS (cont'd):

THROUGH OUT THE STATE OF MARYLAND.

UNITS SHALL BE DELIVERED FULLY ASSEMBLED, COMPLETELY SERVICED AND READY FOR OPERATION.

VENDOR MUST INCLUDE THE BLANKET PURCHASE ORDER OR PURCHASE ORDER NUMBER ON ALL INVOICES.

THIS BLANKET PURCHASE ORDER IS FOR NEW PRODUCTS/EQUIPMENT WHICH MUST BE FREE FROM DEFECTS. USED, REFURBISHED OR REMANUFACTURED PRODUCTS/EQUIPMENT WILL NOT BE ACCEPTED OR CONSIDERED UNLESS OTHERWISE INDICATED HEREIN.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:

THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

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 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.

(B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIAL UNDER THIS CONTRACT.

(C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING 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

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TERMS (cont'd):

OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT
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.

LETTER OF AUTHORIZATIONS:

VENDOR SHALL BE REQUIRED TO SUBMIT A CURRENT LOA
EACH YEAR OF THE CONTRACT TERM, INCLUDING ANY RENEWALS.
LOA'S ARE TO BE SUBMITTED TO:
DEPARTMENT OF GENERAL SERVICES
PROCUREMENT & LOGISTICS
301 W PRESTON ST
SUITE M-3
ATTN: ENAYATULLAH RAYHAN

WARRANTY: FIVE (5) YEAR WARRANTY ON ALL VEST

VENDOR SHALL PROVIDE THE MANUFACTURER'S
STANDARD WARRANTY FOR ALL COMPONENTS AND EQUIPMENT AGAINST DEFECTS
FOLLOWING ACCEPTANCE BY THE USING AGENCY. WITHIN THE WARRANTY PERIOD,
THE CONTRACTOR 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.

* THE MANUFACTURER'S SUGGESTED RETAIL PRICE

INVOICING:

ALL INVOICES SHALL BE SENT TO THE LOCATION SPECIFIED AT THE TIME OF
EACH ORDER. IN ADDITION TO THE INFORMATION REQUIRED PER SECTION B,
NO. 20, ALL INVOICES MUST INCLUDE THE FOLLOWING INFORMATION:

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TERMS (cont'd):

- * CONTRACT NUMBER
- * AGENCY'S PURCHASE ORDER NUMBER OR FULL NAME OF THE PERSON PLACING THE ORDER IF A CREDIT CARD IS BEING USED
- * THE MANUFACTURER'S SUGGESTED RETAIL PRICE
- * PERCENT OF DISCOUNT; AND
- * DISCOUNTED PRICE FOR THE ITEM

INSTALLATION (OPTIONAL)

SEE IFB SPECIFICATION SECTION C

USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDRED -TWENTY (120) DAYS 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 SHALL 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. THE USAGE REPORT SHALL BE EMAILED TO THE DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

ELECTRONIC TRANSACTION FEE:

A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN 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 CREDIT. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPERATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDE IN THE CONTRACT'S UNIT PRICE.

B. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE OFFICE OF STATE PROCUREMENT, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT

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TERMS (cont'd):

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 ESTIMATE ANNUAL VALUE, WHICHEVER IS HIGHER.

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

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER \$100,000 AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #001IT821469/BPM045700 INCORPORATED HEREIN BY REFERENCE.

0001 68008-200005 EA

BODY ARMOR

POINT BLANK BALLISTIC AND STAB RESISTANT BODY ARMOR.
MFG. DISCOUNT - 52% OFF MSRP

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE