

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B9400284

PRINT DATE: 06/28/23

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

GUN SHOP
60 MAIN ST STE D

VINCENTOWN, NJ 08088
(609)859-1997 EXT 1

REFER QUESTIONS TO:

MATTHEW SMITH
(410)767-3039
MATTHEW.SMITH2@MARYLAND.GOV

ITB:

EXPR DATE: 12/31/23
POST DATE: 12/13/18

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
AMMUNITION

AMENDMENT #8: CONTRACT EXTENDED UNTIL 12/31/2023 UNDER THE SAME TERMS & CONDITIONS.

AMENDMENT #7: CONTRACT EXTENDED UNTIL 6/30/2023 UNDER THE SAME TERMS & CONDITIONS.

AMENDMENT #6: CONTRACT EXTENDED UNTIL 12/31/22 UNDER SAME TERMS/COND.

AMENDMENT#5: CONTRACT EXTENDED UNTIL 07/01/22

AMENDMENT#4: CONTRACT EXTENDED UNTIL 12/31/21

AMENDMENT#3: CONTRACT EXTENDED UNTIL 06/30/21

AMENDMENT#2: CONTRACT EXTENDED UNTIL 12/31/20

AMENDMENT#1: CONTRACT EXTENDED UNTIL 6/30/20.

THIS IS THE FINAL RENEWAL OPTION.

REQUIREMENTS CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH THEIR NEED FOR THE FOLLOWING ITEM(S) FOR THE CONTRACT PERIOD SPECIFIED BELOW.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B9400284

PRINT DATE: 06/28/23

PAGE: 02

TERMS (cont'd):

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS.

THIS IS THE LAST RENEWAL ON THIS CONTRACT AT THE UNILATERAL DISCRETION OF THE STATE.

CONTRACT PERIOD: ONE YEAR FROM DATE OF AWARD - 01/2/2020.

VENDOR CONTACT : BETH HALUSZKA (INFO@POLICEAMMO.COM)
GEORGE PETRONIS (GPETRONIS@POLICEAMMO.COM)
VENDOR NUMBER : 609-859-1997

CONTRACT TERMINATION: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE DEPARTMENT OF GENERAL SERVICES. THE DEPARTMENT MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON 30 DAYS WRITTEN NOTICE.

A USAGE REPORT SHALL BE FURNISHED BY THE GUN SHOP EVERY NINETY (90) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE FORMAT OF SUBMISSION (E.G. EXCEL) SHALL BE AT THE VENDOR'S DISCRETION PROVIDED THAT, AT A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION AND THE CONTRACT TOTAL. 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.

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 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

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B9400284

PRINT DATE: 06/28/23

PAGE: 03

TERMS (cont'd):

USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE SENT VIA E-MAIL TO THE PROCUREMENT OFFICER AS WELL AS
AWAWU SALAKO VIA E-MAIL AT AWAWU.SALAKO@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.

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 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 SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B9400284

PRINT DATE: 06/28/23

PAGE: 04

TERMS (cont'd):

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 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 VENDOR/CONTRACTOR HAS TEN (10) CALENDAR DAYS FROM THE DATE OF THE AWARD TO INITIATE THE PROCESS OF PUTTING THEIR ONLINE ECATALOG OF CONTRACT ITEMS ON THE EMARYLAND MARKETPLACE. FAILURE BY THE VENDOR/CONTRACTOR TO DO SO, INCORPORATING THE TERMS AS LISTED ABOVE AND OTHERWISE COMPLYING WITH THE CONTRACT, WILL BE CAUSE TO REASSESS THE CONTRACT WITH THE VENDOR/CONTRACTOR AND MAY RESULT IN DEFAULT OF THE CONTRACT AND/OR BREACH OF THE CONTRACT, AND COULD RESULT IN TERMINATION OF THE CONTRACT FOR DEFAULT.

ALL COSTS AND EXPENSES OF COMPLYING WITH THIS PROVISION SHALL BE BORNE BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE STATE.

FOR ADDITIONAL INFORMATION CONCERNING EMARYLAND MARKETPLACE, PLEASE CONTACT EMMA.HELPDESK@MARYLAND.GOV

CONTRACT VALUE ESTIMATION: CONTRACT QUANTITY AND VALUE IS ESTIMATED AT \$100,000.00 AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE(S). RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITIES ON AN "AS-REQUIRED" BASIS.

CONTRACT ACCEPTANCE: THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB #001IT819618) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS, OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS, AND SPECIFICATIONS ISSUED WITH THE ITB (#001IT819618) AND ARE INCORPORATED HEREIN AND MADE A PART OF THIS BPO.

*** CONTINUED, NEXT PAGE ***

