BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B9400318 PRINT DATE: 03/29/19 PAGE: 01

SHIP TO:
AS SPECIFIED ON INDIVIDUAL ORDERS

<table>
<thead>
<tr>
<th>VENDOR ID:</th>
<th>REFER QUESTIONS TO:</th>
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<tbody>
<tr>
<td>ATLANTIC TACTICAL</td>
<td>IRIS LESTER BELL</td>
</tr>
<tr>
<td>763 CORPORATE CIR</td>
<td>(410) 767-4612</td>
</tr>
<tr>
<td>NEW CUMBERLAND, PA 17070</td>
<td><a href="mailto:IRIS.LESTER@MARYLAND.GOV">IRIS.LESTER@MARYLAND.GOV</a></td>
</tr>
<tr>
<td>(800) 781-2677</td>
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ITB: EXPR DATE: 01/31/20 DISCOUNT TERMS: . NET 30 DAY
POST DATE: 02/07/19 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.

THIS IS THE FINAL RENEWAL

================== STATEWIDE CONTRACT FOR AMMUNITION ==================

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

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

THIS IS THE LAST RENEWAL ON CONTRACT PERIOD. THE LAST OF (4) FOUR RENEWALS, ONE EACH AT THE UNILATERAL DISCRETION OF THE STATE.

CONTRACT PERIOD: ONE YEAR FROM DATE OF AWARD - 01/31/2020

VENDOR CONTACT: SEAN CONVILLE (SCONVILLE@ATLANTICTACTICAL.COM)
JESSICA LAWLOR

VENDOR NUMBER: 717-774-3339

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TERMS (cont’d):

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.


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 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 AT IRIS.LESTER@MARYLAND.GOV AS WELL AS TO CATHY.MARZOLE@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.

*** CONTINUED, NEXT PAGE ***
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:

(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

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 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 BARES 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.

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BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

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TERMS (cont’d):

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, INCORPORATIONG 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 CATHY.MARZOLE AT 410-767-1942. E-MAIL AT
CATHY.MARZOLA@MARYLAND.GOV.

CONTRACT VALUE ESTIMATION: CONTRACT QUANTITY AND VALUE IS ESTIMATED
AT $50,000.00 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.

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AMMUNITION
AMMUNITION – WINCHESTER – 44% DISCOUNT ON LOT PRICING PER QUOTE
SUBMITTED BY SEAN CONVILLE (SCONVILLE@ATLANTICTIONTACTICAL.COM) AND
SIGNED OFF BY JESSICA LAWLOR ON 9/2/2014.

________________________________________  END OF ITEM LIST  

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