

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B3600366

**PRINT DATE:** 04/25/23

**PAGE:** 01

<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> PROFORCE LAW ENFORCEMENT 2625 STEARMAN RD STE A  PRESCOTT, AZ 86301 (800 )367-5855	<b>REFER QUESTIONS TO:</b>  ENAYATULLAH RAYHAN (410 )767-5139 ENAYATULLAH.RAYHAN@MARYLAND.GOV	
<b>ITB:</b>	<b>EXPR DATE:</b> 06/20/24 <b>POST DATE:</b> 04/19/23	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> .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.

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MARYLAND STATEWIDE  
POLICE FIREARMS CONTRACT  
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THIS (1) ONE OF (2) RENEWAL OPTIONS.

OPTION ONE TERM: JUNE 19, 2023 THROUGH JUNE 20, 2024, WITH THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS AND PRICE.

VENDOR CONTACT: KAREN M. BERGGREN

DIRECT LINE: 928-478-1098

SUPPORT CENTER: 800-367-5855

VENDOR E-MAIL: KAREN.BERGGREN@PROFORCEONLINE.COM

### DELIVERY:

ALL DELIVERIES AND PICK-UPS SHALL BE COORDINATED WITH THE APPROPRIATE AGENCY AND DISCUSSED WITH THE APPROPRIATE QUARTERMASTER OR QUARTERMASTER SUPERVISOR. AGENCY WILL NOT ACCEPT DELIVERIES NOT

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### TERMS (cont'd):

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 WEAPONS 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 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 SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING

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### TERMS (cont'd):

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:  
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 INSTITUTION OF 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 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.

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### 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 # 001IT821092 / BPM017241 INCORPORATED HEREIN BY REFERENCE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	68016-100000	EA	

HOLSTER

ANY MODEL BLACKHAWK HOLSTER  
44% DISCOUNT OFF MSRP

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0002	68004-104099	RD	
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WEAPON MOUNTED ILLUMINATION DEVICE FOR PISTOLS

ANY MODEL STREAMLIGHT WEAPON MOUNTED ILLUMINATION DEVICE  
56% DISCOUNT OFF MSRP

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0003	68004-104099	RD	
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WEAPON MOUNTED ILLUMINATION DEVICE FOR PISTOLS

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ANY MODEL SUREFIRE WEAPON MOUNTED ILLUMINATION DEVICE  
32% DISCOUNT OFF MSRP

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0004	68052	EA	
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL EOTECH WEAPON MOUNTED SIGHT  
23% DISCOUNT OFF MSRP

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0005	68052	EA	
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL AIMPOINT WEAPON MOUNTED SIGHT  
18% DISCOUNT OFF MSRP

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0006	68052	EA	
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL COLT RIFLE WITH ONE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES  
7% DISCOUNT OFF MSRP

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0007	68052	EA	
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

HIGH CAPACITY LAW ENFORCEMENT MAGAZINES FOR ANY MODEL COLT RIFLE  
28% DISCOUNT OFF MSRP

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0008	68004-104099	RD	
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WEAPON MOUNTED ILLUMINATION DEVICE FOR PISTOLS

ANY MODEL STREEAMLIGHT WEAPON MOUNTED ILLUMINATION DEVICE  
56% DISCOUNT OFF MSRP

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0009	68052	EA	
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL MOSSBERG SHOTGUN WITH RIFLED SIGHTS.  
36% DISCOUNT OFF OF MSRP

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0010	68052	EA	
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

MOSSBERG SHOTGUN ACCESSORIES  
16% DISCOUNT OFF MSRP

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0011	68004-104099	RD	
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WEAPON MOUNTED ILLUMINATION DEVICE FOR PISTOLS

ANY MODEL STREAMLIGHT WEAPON MOUNTED ILLUMINATION DEVICE  
56% DISCOUNT OFF MSRP

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0012	68052	EA	
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GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL VORTEX OPTICS WEAPON MOUNTED SIGHT

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47% DISCOUNT OFF MSRP

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**AUTHORIZED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE