

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B5400192

**PRINT DATE:** 06/16/16

**PAGE:** 01

<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> LAWMEN SUPPLY COMPANY INC 7477 OLD ALEXANDRIA FERRY ROAD  CLINTON, MD 20735 (301 )877-8884	<b>REFER QUESTIONS TO:</b>  CHERYLL BREWTON (410 )767-3183 CHERYLL.BREWTON@MARYLAND.GOV	
<b>ITB:</b> 001IT819619	<b>EXPR DATE:</b> 10/21/17 <b>POST DATE:</b> 10/17/14	<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.

=====  
STATEWIDE CONTRACT  
FOR  
GLOCK PISTOLS  
=====

CONTRACT PERIOD: OCTOBER 20,2014 THROUGH OCTOBER 19, 2017

REQUIREMENTS CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH THEIR NEED FOR GLOCK PISTOLS FOR THE CONTRACT PERIOD SPECIFIED ABOVE.

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS. THIS CONTRACT DOES NOT OBLIGATE THE STATE TO PURCHASE A MINIMUM OR MAXIMUM QUANTITY THROUGH THE CONTRACT PERIOD. ORDERS FOR ACTUAL REQUIREMENTS MAY BE MORE OR LESS LISTED AND WILL BE PLACED DIRECT TO THE SUPPLIER BY THE AGENCY INDICATING DELIVERY POINT AND BILL TO ADDRESS.

### PROCEDURE:

USING AGENCY SHALL ISSUE A PURCHASE ORDER TO THE CONTRACTOR FOR COMMODITIES COVERED BY THIS CONTRACT. CORPORATE PURCHASING CARDS MUST BE ACCEPTED FOR PURCHASES MADE AGAINST THIS CONTRACT WITHIN THE PROCUREMENT OFFICER'S LIMITATIONS OF \$5,000.00.

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE IN ACCORDANCE WITH BPW ADVISORY 1998-1 FOR CORPORATE PURCHASING CARD POLICY AS

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### TERMS (cont'd):

FOLLOWS:

1. FOR SINGLE PURCHASES VALUED AT \$5,000 OR LESS, A STATE BUYER MUST USE THE STATES CORPORATE PURCHASING CARD UNLESS THE VENDOR CANNOT ACCOMMODATE PURCHASING CARD TRANSACTIONS.
2. FOR SINGLE PURCHASES VALUED AT MORE THAN \$5,000, A STATE BUYER MAY NOT USE THE CORPORATE PURCHASING CARD WITHOUT SPECIFIC AUTHORIZATION FROM THE COMPTROLLERS OFFICE.

CONTRACT MAY BE EXTENDED FOR TWO, ONE (1) YEAR RENEWAL OPTIONS AT THE UNILATERAL DISCRETION OF THE STATE.

### 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 CONTRACTS 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 EMAILED TO THE PROCUREMENT OFFICER AND THE EMM ACCOUNTANT, AWAWU SALAKO, AT AWAWU.SALAKO@MARYLAND.GOV
3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENT 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%) PRECENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICH EVER IS HIGHER.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0001	68016-100085	EA	409.0000
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GLOCKS MODEL 22  
-40 CALIBER-PART# PT22507CW.NO SUBSTUTIONS. THIS WEAPON MUST  
INCLUDE 3 HIGH CAPACITY MAGAZINES.

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0002	68016-100085	EA	409.0000
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GLOCK MODEL 23-40 CALIBER-PART# PN23507.  
NO SUBSTITUTIONS. MUST INCLUDE 3 HIGH CAPICITY MAGAZINES.

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0003	68016-100085	EA	409.0000
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GLOCK MODEL GEN 4 CALIBER-PART# PG 27507.  
NO SUBSTITUTIONS. MUST INCLUDE 3 HIGH CAPACITY MAGAZINES.

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0004	68016-100085	EA	409.0000
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GLOCK G22 GEN 4 GNS NY1 PART # PG2260702.  
NO SUBSTITUTION. THIS WEAPON MUST INCLUDE THREE (3) 15 ROUND 40 CAL  
MAGAZINES.

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END OF ITEM LIST

THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID. THE AWARD  
WILL BE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER  
(BASIS FOR AWARD).

DELIVERY:

DELIVERY SHALL BE MADE EXPEDIOUSLY AS POSSIBLE, F.O.B. DESTINATION  
FREIGHT PREPAID AND ALLOWED TO THE USING AGENCY FACILITY OF THE STATE  
OF MARYLAND NO LATER THAN FIVE (5) BUSINESS DAYS UPON A.R.O.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL  
INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

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### TERMS (cont'd):

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, REYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

THE GOAL OF THE STATE OF MARYLAND'S MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM IS TO ATTEMPT TO PROVIDE A FAIR SHARE OF PROCUREMENT CONTRACTS TO CERTIFIED MINORITY BUSINESS ENTERPRISES. ALTHOUGH A PREFERENCE WILL BE GIVEN TO THE RESPONSIVE AND RESPONSIBLE BID FROM A MARYLAND FIRM OVER THAT OF A NONRESIDENT FIRM IF THE STATE IN WHICH THE NONRESIDENT FIRM IS LOCATED GIVES A RESIDENT BUSINESS PREFERENCE. WHERE SUCH A BUSINESS PREFERENCE IS PROVIDED, THE PREFERENCE SHALL BE THE SAME AS THAT PROVIDED BY THE STATE IN WHICH THE NONRESIDENT FIRM IS LOCATED. A NONRESIDENT BIDDER SUBMITTING A PROPOSAL FOR A STATE PROJECT SHALL ATTACH TO THE PROPOSAL A COPY OF THE CURRENT STATUTE, RESOLUTION, POLICY PROCEDURE OR EXECUTIVE ORDER OF THE RESIDENT STATE OF THE NONRESIDENT BIDDER THAT PERTAINS TO THAT STATE'S TREATMENT OF NONRESIDENT BIDDERS.

\*\*\*\*\*  
C O N T R A C T  
\*\*\*\*\*

AVAILABLE TO:                   DESIGNATED AGENCY ONLY   ( )  
                                  ALL STATE OF MARYLAND AGENCIES ( )  
                                  STATE AGENCIES AMD POLITICAL SUBDIVISIONS (X)

### ADDITIONAL USER CLAUSE:

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

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**TERMS (cont'd):**

(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 ARTICLE.

A PRIVATE ELENENTARY 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 PURSUANY TO ANY STATUTORY OR CHARTER  
PROVISION.

- A) STATEWIDE REQUIREMENTS CONTACT, ALL QUANTITIES ARE ESTIMATED.
- B) CONTRACTOR WILL BE RESPONSIBLE FOR ALL TRANSPORTATION, SHIPPING  
AND INSIDE DELIVERY CHARGES.
- C) DELIVERIES SHALL BE MADE AS REQUIRED BY THE USING AGENCY, BUT NOT  
MORE THAN 10 DAYS AFTER RECEIPT OF ORDER.
- D) ALL ORDERS WILL BE SHIPPED AND BILLED DIRECT TO EACH USING AGENCY.  
AGENCY AUTHORIZED AGENTS (AGENCY BUYERS) WILL BE REQUIRED TO ISSUE  
WRITTEN PURCHASE ORDERS TO THE SUCCESSFUL MERCHANT FOR ALL ORDERING  
ACTIVITY. TELEPHONE ORDERS MUST BE FOLLOWED UP WITH ISSUANCE OF A  
PURCHASE ORDER WITHIN TWENTY-FOUR (24) HOURS OF NOTICE.

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**AUTHORIZED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**BUYER AUTHORIZED DESIGNEE**