BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B1400669 **PRINT DATE:** 05/20/11 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1236159267
BATTLE RIDGE KENNELS & K9 SERVICES LLC
PO BOX 145

MADISON, WV 25130
(304)687-3056

REFER QUESTIONS TO:

MARGIE HAJIANTONI
(410)767-3039
MARGARET.HAJIANTONI@DGS.STATE.MD.US

ITB: 001IT818423

EXPR DATE: 06/01/13
POST DATE: 05/12/11

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.

```
****************************************
*            AGENCY CONTRACT           *
*            ---------------           *
*  MARYLAND TRANSPORTATION AUTHORITY   *
*                POLICE                *
*  ---------------------------------   *
*               K-9 DOGS               *
****************************************
```

VENDOR CONTACT: MIKE MAYES

PHONE NUMBER: 304-687-3056

CONTRACT TERM: 06/01/2011 THRU 05/31/2013 (2 YEARS)

THE STATE RESERVES THE UNILATERAL OPTION TO RENEW THIS CONTRACT FOR TWO (2) ADDITIONAL ONE (1) YEAR CONTRACT PERIODS AT THE SAME TERMS, CONDITIONS AND PRICES.

NOTE: RENEWAL OPTIONS ARE AT THE DISCRETION OF THE STATE AND THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT

THIS IS A FIRM FIXED PRICE CONTRACT IN THAT NO PRICE ESCALATION SHALL BE ALLOWED. HOWEVER, IN THE EVENT OF ANY SUCH DECREASE IN PRICE DUE TO MARKET CHANGE OR OTHER CONDITIONS, THE STATE OF MARYLAND SHALL BE NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASE.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B1400669 **PRINT DATE:** 05/20/11 **PAGE:** 02

TERMS (cont'd):

QUOTED PRICES ARE TO BE NET 30 DAYS.

THIS CONTRACT SHALL ALSO BE MADE AVAILABLE TO ALL LAW ENFORCEMENT AGENCIES WITHIN THE STATE OF MARYLAND.

LINE #	STATE ITEM ID	U/M	UNIT COST
0001	04030	EA	9,000.0000

DOGS, BLOODHOUND AND GUARD
DOGS, BLOODHOUND AND GUARD
DUAL PURPOSE CANINE (NARCOTICS DETECTION/PATROL) AND TRAINING
PER STATE OF MARYLAND SPECIFICATIONS

CANINES ARE QUOTED WITHOUT DELIVERY. DELIVERY IS PRICED SEPARATELY ON LINE 007.

0002	04030	EA	10,500.0000

DOGS, BLOODHOUND AND GUARD
DUAL PURPOSE CANINE (EXPLOSIVES DETECTION/PATROL) AND TRAINING
PER STATE OF MARYLAND SPECIFICATIONS

CANINES ARE QUOTED WITHOUT DELIVERY. DELIVERY IS PRICED SEPARATELY ON LINE 007.

BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B1400669 **PRINT DATE:** 05/20/11

LINE #	STATE ITEM ID	U/M	UNIT COST
0003	04030	EA	11,500.0000

DOGS, BLOODHOUND AND GUARD
DUAL PURPOSE CANINE (ACCELERANTS DETECTION/PATROL) AND TRAINING
PER STATE OF MARYLAND SPECIFICATIONS

CANINES ARE QUOTED WITHOUT DELIVERY. DELIVERY IS PRICED SEPARATELY
ON LINE 007.

0004	04030	EA	18,000.0000

DOGS, BLOODHOUND AND GUARD
DUAL PURPOSE CANINE (CADAVER DETECTION/PATROL) AND TRAINING
PER STATE OF MARYLAND SPECIFICATIONS

CANINES ARE QUOTED WITHOUT DELIVERY. DELIVERY IS PRICED SEPARATELY
ON LINE 007.

0005	04030	EA	9,000.0000

DOGS, BLOODHOUND AND GUARD
PATROL CANINE AND HANDLER TRAINING
PER STATE OF MARYLAND SPECIFICATIONS

CANINES ARE QUOTED WITHOUT DELIVERY. DELIVERY IS PRICED SEPARATELY
ON LINE 007.

0006	04030	EA	5,700.0000

DOGS, BLOODHOUND AND GUARD
SUPPLY UNTRAINED OR GREEN CANINE PER STATE OF MARYLAND
SPECIFICATIONS

CANINES ARE QUOTED WITHOUT DELIVERY. DELIVERY IS PRICED SEPARATELY
ON LINE 007.

END OF ITEM LIST

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

PRIMARY CONDITIONS:

THE MDTA POLICE DEPARTMENT K-9 UNIT REQUIRES ALL DOGS TO BE NO MORE THAN 24 MONTHS OLD. THEY MUST BE PRE-TESTED AND PRE-TRAINED BEFORE ACCEPTANCE INTO THE PROGRAM AND MUST BE TRAINED FOR A PASSIVE OR AGGRESSIVE RESPONSE AS REQUESTED.

THE DOGS MUST BE PHYSICALLY SOUND AND FREE OF ANY GENETIC AND PATHOLOGICAL DEFECTS, DISEASE, HEALTH DEFICIENCY, HEREDITARY MALFORMATIONS OR AGAINST HIP OR ELBOW DYSPLASIA DISEASE, UNRELATED TO INJURY FOR A MINIMUM OF ONE (1) YEAR FROM DATE OF PURCHASE. IF THE DOG DEVELOPS DYSPLASIA DISEASE, DEFECT OR DEFICIENCIES WITHIN ONE (1) YEAR OF PURCHASE, THE VENDOR SHALL REPLACE THE DOG AT NO CHARGE TO MDTA WITHIN TWO (2) MONTHS OR REFUND THE FULL PURCHASE PRICE.

THIS VENDOR OFFERS ONE (1) ADDITIONAL YEAR (TWO YEARS TOTAL) ON HIPS/ELBOWS.

THE DOGS MUST BE IMMUNIZED FOR THE CURRENT YEAR AND COME WITH A RADIOGRAPH OF HIPS AND ELBOWS. VENDOR SHALL PROVIDE PROOF OF ORIGIN, ALL MEDICAL RECORDS, HEALTH CERTIFICATES, X-RAYS, EXAMS AND PROOF OF REQUIRED SHOTS, AS WELL AS WHELPING DATES, IF POSSIBLE. VENDOR SHALL ALSO PROVIDE PROOF OF QUALIFICATIONS OF LICENSED VETERINARIAN, INCLUDING PROFESSIONAL CERTIFICATIONS AND CREDENTIALS.

ALL NARCOTIC DOGS MUST BE ABLE TO DETECT THE FOLLOWING NARCOTICS:

COCAINE, CRACK COCAINE, ECSTASY (IF AVAILABLE), HEROIN, MARIJUANA AND METHAMPHETAMINE.

ALL EXPLOSIVE DOGS MUST BE ABLE TO DETECT A MINIMUM OF TEN (10) OF THE FOLLOWING EXPLOSIVE ODORS:

BLACK POWDER (DOUBLE BASE), BLACK POWDER (SINGLE BASE), C-4, CAST BOOSTER, DET CORD, DYNAMITE, EMULSION, FLEX-X, POTASSIUM CHLORATE, SODIUM NITRATE, TNT, WATER GEL AND TIME FUSE.

ALL DETECTION CANINES MUST BE ABLE TO FUNCTION AS A PATROL DOG AS WELL AS A DETECTION DOG. THEY MUST MEET OR EXCEED USPCA/ NATIONAL STANDARDS.

TRAINING:

NARCOTIC AND EXPLOSIVE CANINES SHALL BE PROVIDED BY VENDOR, MATCHED WITH A PRE-SELECTED HANDLER AND TRAINED WITH THE HANDLER IN A MINIMUM OF FOUR (4) WEEKS TO SIX (6) WEEKS COURSE FOR NARCOTIC TEAMS AND A

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

MINIMUM OF FIVE (5) WEEKS TO SEVEN (7) WEEKS COURSE FOR EXPLOSIVE TEAMS. THE FOLLOWING PROVISIONS WILL BE THE RESPONSIBILITY OF THE VENDOR DURING THE TRAINING PERIOD; HANDLER ACCOMMODATIONS, LEASHES, COLLARS, REWARD TOY AND CLASSROOM TRAINING MATERIAL.

THE CANINES AND HANDLERS MUST SUCCESSFULLY COMPLETE THE TRAINING COURSE BY SATISFACTORILY MEETING THE FOLLOWING REQUIREMENTS:

1. SHOWING A POSITIVE ALERT FOR A MINIMUM OF FIFTEEN (15) UNASSISTED RESPONSES FOR EACH ODOR MENTIONED IN THE PRIMARY CONDITIONS SECTION, IN ANY OF THE FOLLOWING AREAS:
BUILDINGS, LUGGAGE, OPEN PACKAGES, VEHICLES (BUSES, CARS & COMMERCIAL VEHICLES), WAREHOUSE.

2. ENTER AND EXIT VEHICLES.

3. REACT TO "COME.

4. GUARANTEE SUITABLE PERFORMANCE UPON COMPLETION OF THE COURSE PROVIDED THE HANDLER MAINTAINS PROPER TRAINING & DOCUMENTATION AS TAUGHT BY THE COURSE.

ALL CANINES MUST BE ABLE TO WORK AND PERFORM UNDER ALL POLICE RELATED CONDITIONS.

CANINE HANDLER TRAINING SHOULD INCLUDE RIGOROUS FIELD EXERCISE IN NUMEROUS ENVIRONMENTS AND VEHICLES TO SIMULATE REAL WORK EXPERIENCES. TACTICAL TRAINING IS TO BE CONDUCTED WITH AN EMPHASIS ON OFFICER SAFETY. VENDOR WILL PREPARE WEEKLY EVALUATIONS OF THE HANDLER AND PROVIDE WRITTEN NOTICE TO THE DEPARTMENT HEAD FOR UNACCEPTABLE SCORES. HANDLERS SHALL BE WELL VERSED IN K-9 SAFETY, HEALTHCARE AND LEGAL UP-DATES. THEY SHALL BE PROFICIENT IN PRACTICAL AND WRITTEN EXAMINATION IN ORDER TO OBTAIN CERTIFICATION.

CANINES SHALL BE CERTIFIED AT THE END OF DOG AND HANDLER TRAINING, UPON DELIVERY.

UNTRAINED (GREEN) CANINES:

THE MDTA ALSO RESERVES THE RIGHT TO PURCHASE ANY UNTRAINED CANINE THAT THE VENDOR MAY PROVIDE. UNTRAINED CANINES PROVIDED BY THE VENDOR SHALL ADHERE TO THE MEDICAL REQUIREMENT OUTLINED UNDER PRIMARY CONDITIONS AND ALSO THE BELOW SECTION UNDER DELIVERY ACCEPTANCE.

ORDERING:

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

THE MDTA WILL ISSUE A PURCHASE ORDER TO THE VENDOR, OUTLINING THE TYPE OF CANINE REQUESTED. VENDOR MUST ACKNOWLEDGE RECEIPT OF THE PURCHASE ORDER AND PROVIDE THE EXPECTED DELIVERY DATE OF THE CANINE. IF VENDOR FAILS TO ACKNOWLEDGE THE ORDER OR FAILS TO DELIVER IN THE EXPECTANT TIME FRAME ALLOCATED, THE MDTA RESERVES THE RIGHT TO PURCHASE ELSEWHERE

DELIVERY:

THE MDTA RESERVES THE RIGHT TO PICK UP THE CANINE(S) OR HAVE THEM DELIVERED. ALL DELIVERIES SHALL BE FOB DESTINATION AND INCLUDE ALL FREIGHT/SHIPPING, HANDLING AND ADMINISTRATION CHARGES.

UPON DELIVERY OR PICK-UP, EACH CANINE SHALL BE EVALUATED AND MUST PASS A 30 DAY EVALUATION PRIOR TO ACCEPTANCE. MDTA POLICE WILL NOT ACCEPT ANY DOG THAT HAS PREVIOUSLY BEEN DECERTIFIED BY ANOTHER ENTITY'S TRAINING PROGRAM. CANINES THAT DO NOT PASS THE 30 DAY EVALUATION PERIOD SHALL BE RETURNED FOR EXCHANGE OR REFUND AT THE DISCRETION OF THE MDTA. RETURN TRANSPORTATION SHALL BE AT THE VENDOR'S EXPENSE.

DELIVERIES SHALL BE MADE WITHIN A DESIGNATED TIME FRAME. IF VENDOR IS UNABLE TO SUPPLY REQUESTED DOGS, DUE TO ANY UNFORESEEN CIRCUMSTANCES, THE VENDOR MUST NOTIFY THE BUYER OF THE DELAY AND THE ANTICIPATED DELIVERY DATE. PURCHASING AGENT RESERVES THE RIGHT TO PROCURE SERVICES ELSEWHERE UPON FAILURE TO COMPLY WITH REQUIREMENT.

WITHIN SEVEN (7) DAYS OF INITIAL ACCEPTANCE BY MDTA K-9 UNIT, EACH DOG MAY BE EXAMINED BY MDTA'S SELECTED LICENSED VETERINARIAN. THE MDTA SHALL PROVIDE TRANSPORTATION TO THE MDTA SELECTED VETERINARIAN. IF ANY CANINE IS DEEMED UNACCEPTABLE AFTER EXAMINATION, THE VENDOR SHALL BE RESPONSIBLE FOR THE FULL VETERINARIAN'S FEE.

THE MDTA K-9 UNIT SHALL HAVE ONE (1) YEAR FROM THE DATE OF DELIVERY TO EXCHANGE ANY CANINE UNABLE TO MEET ITS CRITERIA. THE FULL EXPENSES INCLUDED FOR ANY EXCHANGE WILL BE THE RESPONSIBILITY OF THE VENDOR. CANINES RETURNED FOR EXCHANGE FOR ANY REASON SHALL BE REPLACED AT NO CHARGE TO MDTA WITHIN TWO (2) MONTHS OR THE FULL PURCHASE PRICE SHALL BE REFUNDED.

ADDITIONAL TERMS & CONDITIONS:

MDTA RESERVES THE RIGHT TO ORDER DOGS AND UTILIZE OTHER COURSES AND CLASS TRAINING FROM THE VENDOR THAT MAY BE REQUIRED DURING SAID PERIOD. VENDOR IS TO PROVIDE A QUOTE TO THE MDTA OUTLINING COURSE AND OR CLASS DESCRIPTION AND ASSOCIATED COST. INFORMATION ON ADDITIONAL COURSES AND/OR CLASS TRAINING IS NOT A REQUIREMENT OF THIS

*** CONTINUED, NEXT PAGE ***

TERMS (cont'd):

SOLICITATION AND WILL NOT BE USED AS AN EVALUATION FACTOR. IT MAY BE SUBMITTED AS AN ATTACHMENT TO THE BID RESPONSE, OR BY FAX, EMAIL OR MAIL TO THE ATTENTION OF THE PROCUREMENT OFFICER.

QUANTITIES STATED ARE AN ESTIMATE ONLY, AND ARE NOT WARRANTED OR GUARANTEED BY THE STATE OF MARYLAND. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE. THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION. ORDERS AS REQUIRED WILL BE PLACED DIRECTLY TO THE SUPPLIER BY THE USING AUTHORITIES, INDICATING DELIVERY AND BILLING INSTRUCTIONS.

DURATIONS: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE.

ANY ITEM LISTED HEREIN THAT IS NOT DELIVERED IN A TIMELY MANNER OR DOES NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT, MAY BE PURCHASED ON THE OPEN MARKET BY THE USING AGENCY. THE CONTRACTED VENDOR WILL BE CHARGED FOR ANY PRODUCT COST INCURRED BY THE STATE THAT IS IN EXCESS OF THE CONTRACTED PRICE.

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

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.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS 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 MUST 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. REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2) ADDRESSES:
MARGARET.HAJIANTONI@DGS.STATE.MD.US
HOWARD.MCLAIN@DGS.STATE.MD.US

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR

*** CONTINUED, NEXT PAGE ***

TERMS (cont'd):

COMMODITY CONTRACTS OVER $25,000" IS INCORPORATED HEREIN BY REFERENCE.

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 SUBSSITUTION 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 BEARS THE RISK OF DETERMING WHETHER OR NOT ANY ENTITY FROM

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B1400669 **PRINT DATE:** 05/20/11 **PAGE:** 09

TERMS (cont'd):

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.

******** LAST PAGE ********

AUTHORIZED BY: _____ **DATE:**_____

BUYER AUTHORIZED DESIGNEE