

Lawmen Supply Company Agreement
Prince William County, VA Rider

THIS AGREEMENT (“Agreement”) is entered into as of the date of the last signature herein below, by and between Prince George’s County, Maryland, a body corporate and politic (“County”) and Lawmen Supply Company of New Jersey (“Contractor”), having a business address of 14760 Main Street, Suite 206, Upper Marlboro, MD 20772.

RECITALS

WHEREAS, the County desires to procure police supplies and body armor; and

WHEREAS, pursuant to County Code Section 10A-146, the County may utilize the contracts or schedules established by other organization or jurisdictions when appropriate and when such actions shall be in the best interests of the County; and

WHEREAS, on May 18, 2020, Prince William County, VA and Contractor entered into Agreement No. 5055772 for Ballistic Body Armor and Accessories (as amended, the “Prince William County, VA Contract”); and

WHEREAS, the County Purchasing Agent has determined that it is in the County’s best interest to utilize the Prince William County, VA Contract for the ballistic body armor and accessories for the County.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) **Contract Documents**: This Agreement is set forth in the following documents, which are attached hereto, incorporated by reference, and shall be collectively referred to as the “Contract Documents”:
 - a) This Agreement; and
 - b) The Prince William County, VA Contract;

In the event of a conflict between the terms and conditions of any of the Contract Documents, the order of precedence shall be as the Contract Documents are listed in this Section 1. Both parties are bound to and will abide by all terms and conditions of the Contract Documents.

- 2) **Scope of Work**: Contractor shall provide police vest and supplies for the Prince George’s County Police Department and other public safety agencies in accordance specifications set forth in the Prince William County, VA Contract.
- 3) **Payment**: The County shall pay Contractor for the scope of work provided in accordance with the prices set forth in the Prince William County, VA Contract. The contract amount under this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000).

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- 4) **Term:** The term of this Agreement shall commence on the Effective Date and shall continue effect until April 17, 2022.
- 5) **Modifications to Prince William County, VA:** The terms, conditions, provisions, agreements, statements, rights and obligations in the Prince William County, VA Contract and are further modified and superseded as negotiated and agreed by the parties, including without limitation, the modifications listed below:
- a) All references to Prince William County, VA, as a party shall be interpreted as Prince George's County, Maryland.
- 6) **Indemnification:** Contractor shall indemnify, defend and hold harmless the County, its agents, officers and employees from and against any and all actual or alleged liability, claim or expense, including defense costs and legal fees, for damages of any nature whatsoever arising from or connected with Contractor's or Contractor's agents' performance, operations, goods and/or services provided under this Agreement, and if any judgment shall be rendered against the County in any such action, Contractor shall, at its own expense, satisfy and discharge same. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent, trademark or copyright or any actual or alleged trade secret disclosure. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, defend and hold harmless the County as herein provided.
- 7) **Insurance Requirements:** The Contractor shall be required to provide Prince George's County, Maryland with evidence of its Contractor's commercial insurance coverage prior to execution of the contract for the following exposures:

WORKER'S COMPENSATION: An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed. The Contractor shall provide coverage for these exposures on an "if any basis. The coverage under such an insurance policy or policies shall have limits not less than:

Worker's Compensation: STATUTORY LIMITS

Employer's Liability: Each Accident	\$500,000
Disease Policy Limits	\$500,000
Disease - Each Employee	\$500,000

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL): An insurance policy covering the liability of The Contractor for all work or operations under or in connection with this Project; and all obligations assumed by The Contractor under this Contract. Products, Completed Operations and Contractual Liability must be included. The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY \$1,000,000/\$3,000,000

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PREMISES MEDICAL PAYMENTS \$5,000.00

PERSONAL INJURY I ADVERTISING \$1,000.000

Prince George's County, Maryland must be included as an additional insured under the general liability insurance coverage with respect to activities related to this Contract.

MISC. PROFESSIONAL (ERRORS AND OMISSIONS) LIABILITY INSURANCE:

A separate insurance policy to pay on behalf of the Contractor all costs the Contractor shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of the Contractor or any other person for whose acts the Contractor is legally liable arising out of the performance under this PROJECT WORK. The coverage under such an insurance policy shall have a limit of liability not less than: \$1,000,000 per claim and aggregate.

- 8) **Non-Appropriation.** In the event that sufficient funds are not appropriated for the payment of the goods or services under this Agreement, the County may terminate this Agreement at the end of the last fiscal year or earlier date for which an appropriation is available and the County will not be obligated to make payments beyond the last date for which an appropriation is available. The County agrees to deliver written notice to the Contractor of such termination no later than ten days after the County has knowledge that an appropriation will not be available. The failure to give the notice will not extend this Agreement beyond such fiscal year or affect the termination of this Agreement pursuant to this Section. Upon termination of this Agreement for non-appropriation, the County will pay for all goods and services provided under this Agreement up to the date of termination. However, Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination and shall not be entitled to any damages or costs associated with such termination. Upon the payment of such proceeds to the Contractor, all obligations of the County under this Agreement requiring the expenditure of money will cease.
- 9) **Termination For Convenience:** The performance of work under this Agreement may be terminated by the County upon thirty (30) days prior written notice, or such time as mutually agreeable to the parties, whenever the County shall determine that such termination is in the best interest of the County. The County will pay for all goods and services provided under this Agreement up to the date of termination. However, Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination and shall not be entitled to any damages or costs associated with such termination.
- 10) **Notices:** All notices, requests, reports, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) immediately upon receipt if hand-delivered in accordance with the notice provisions of this Agreement; (ii) on the day after delivery to a nationally recognized overnight courier service, or (iii) on the fifth day after mailing, if mailed to the party to whom such notice is to be given, by registered or certified U.S. mail, return receipt requested, and, in all cases, if prepaid and properly addressed as follows:

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To County: Purchasing Agent
Office of Central Services
1400 McCormick Drive, Suite 336
Largo, MD 20774

With Copies to: County Attorney
Office of Law, Room 4100
1301 McCormick Drive
Largo, Maryland 20774

To Contractor: Lawmen Supply Company of New Jersey
4611 Assembly Dr. Suite G
Lanham, MD 20706

- 11) **Termination For Default:** If either party fails to fulfill its obligations under the Agreement properly and on time or otherwise violates any provision of this Agreement, the other party may terminate the Agreement by written notice to that party. The written notice shall specify the acts or omissions relied on as cause for termination. All furnished services provided by Contractor shall, at the County's option, become the County's property. The County shall pay Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to Contractor, Contractor shall remain liable after termination and the County may affirmatively collect damages or deduct from monies due Contractor on this or other County contracts. Damages may include excess procurement costs.
- 12) **Release of Information:** Contractor acknowledges that information it obtains from County in connection with any service it provides under the terms of this Agreement may be confidential. Contractor agrees that it will maintain the confidentiality of such information in accordance with its normal procedures for safeguarding customer information. During the term of this Agreement, Contractor may not release any information related to the services or performance of services under this Agreement, nor publish any reports or documents relating to the County, the account, or performance of services under this Agreement, without prior written consent of the County; except, however, Contractor may disclose information (i) that the County has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations; (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with any service; (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or regulatory body to which it is subject to or submits; or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

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- 13) **No Waivers:** No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 14) **Non-Assignability:** This Agreement shall be deemed personal to the parties hereto and shall not be assigned, delegated or subcontracted without the prior written consent of the County.
- 15) **Contract Dispute Resolution:** All claims and disputes arising under this Agreement shall be handled in accordance with Sections 10A-104 and 10A-107 of the Prince George's County Code.
- 16) **Status of Parties:** The relationship of the parties to this Agreement is one of independent contractors and no partnership or joint venture is intended to be created. No party shall represent itself as the agent or employee of any other party.
- 17) **Compliance with Law:** Contractor shall comply with all applicable laws, orders and codes of the federal, state and local governments as they pertain to this Agreement.
- 18) **Findings Confidential:** Unless otherwise required by law, all of the reports, documents, information, data, materials, etc., provided to, received by, prepared by or assembled by the Contractor under this Agreement are owned by the County, confidential, and the same shall not be made available to any individual or organization without the prior written approval of the County.
- 19) **Governing Law\Venue\Severability:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland, without regard to its conflicts of law principles. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in any federal or state court located in the State of Maryland, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.
- 20) **Construction:** This Agreement shall not be construed against the party preparing it, but shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against any party. If any term or other provision herein is found to be unenforceable, invalid or illegal, such term or provision shall be deemed deleted from this Agreement, and the remainder of this Agreement shall not be affected or impaired thereby.

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- 21) **Authority:** Each party represents and warrants that it is fully authorized to enter into the terms and conditions of, and to execute and be bound by, this Agreement. The parties agree to use their best efforts promptly to execute and to effectuate the terms provided for herein. In addition, each person whose signature appears hereon warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement.
- 22) **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 23) **Recitals:** The Recitals are expressly incorporated herein by reference.
- 24) **Entire Agreement:** This Agreement incorporates the entire understanding of the parties hereto and supersedes any and all prior agreements or understandings (written or oral) relating to the subject matter hereof. This Agreement can only be modified in a writing signed by duly authorized representatives of both parties hereto.
- 25) **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Signature Page Follows]

AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date written above.

Lawmen Supply Company of New Jersey

By: Joseph Wysocki
Joseph Wysocki (Oct 26, 2021 13:26 EDT)
Name: Joseph Wysocki
Title: Vice President

PRINCE GEORGE'S COUNTY, MARYLAND

By: Barry L. Stanton Date: Oct 27, 2021
Barry L. Stanton (Oct 27, 2021 08:44 EDT)
Barry L. Stanton
Deputy Chief Administrative Officer for
Public Safety & Homeland Security






CW17398 - Lawmen Supply Agreement - NJT - OOLrev (Final).docx

Final Audit Report

2021-10-26

Created:	2021-10-26
By:	Nekesa Tucker (NJTucker@co.pg.md.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-6ZVbxL7OdKVpgTvBLwOUxEj5UkZJwxC

"CW17398 - Lawmen Supply Agreement - NJT - OOLrev (Final).docx" History

-  Document created by Nekesa Tucker (NJTucker@co.pg.md.us)
2021-10-26 - 1:59:34 PM GMT- IP address: 96.255.247.208
-  Document emailed to Joseph Wysocki (jeffrey.schreiber@lawmensupply.com) for signature
2021-10-26 - 2:00:11 PM GMT
-  Email viewed by Joseph Wysocki (jeffrey.schreiber@lawmensupply.com)
2021-10-26 - 3:40:33 PM GMT- IP address: 73.132.33.194
-  Document e-signed by Joseph Wysocki (jeffrey.schreiber@lawmensupply.com)
Signature Date: 2021-10-26 - 5:26:20 PM GMT - Time Source: server- IP address: 50.213.241.137
-  Agreement completed.
2021-10-26 - 5:26:20 PM GMT






CW17398 - Lawmen Rider Agreement (Prince William)

Final Audit Report

2021-10-27

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By:	Nekesa Tucker (NJTucker@co.pg.md.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9mQdl4jf1iVGrCvuYAKPjrVPBjIYCKYq

"CW17398 - Lawmen Rider Agreement (Prince William)" History

-  Document created by Nekesa Tucker (NJTucker@co.pg.md.us)
2021-10-27 - 9:17:18 AM GMT- IP address: 141.156.222.237
-  Document emailed to Barry L. Stanton (blstanton@co.pg.md.us) for signature
2021-10-27 - 9:18:12 AM GMT
-  Email viewed by Barry L. Stanton (blstanton@co.pg.md.us)
2021-10-27 - 11:21:34 AM GMT- IP address: 174.192.202.251
-  Document e-signed by Barry L. Stanton (blstanton@co.pg.md.us)
Signature Date: 2021-10-27 - 12:44:02 PM GMT - Time Source: server- IP address: 162.247.192.3
-  Agreement completed.
2021-10-27 - 12:44:02 PM GMT