

This agreement is entered into on July 1st, 2017 between Baysinger Police Supply, INC DBA Baysingers Uniforms & Equipment(Baysingers) and City of Broken Arrow (Customer).

<u>Term and Termination</u>. The term of this Agreement shall be 12 months from the Effective Date and shall be renewable on an annual basis by agreement of the parties subject to annual appropriation. If either party terminates this agreement Customer agrees to purchase the inventory Baysingers has in stock that is new, which was purchased to service Customer's account.

Services. Baysingers will sell customer uniforms and equipment, size customers employees when needed, provide alterations and repairs as needed. In addition, Baysingers' Boost Web System will track all of Customers employees, order history, inventory, and items issued to each employee. All of this data is available to Customer via their secure login. Baysingers will also sell and maintain inventory of promotional items on a case by case basis if required.

Terms and Conditions. Baysingers Standard Terms and Conditions are attached as Appendix A.

Reports and Auditing. Customer may run any report available on the Boost Web System as often as needed. If additional reporting is required, please contact Baysingers staff and on a case by case basis Baysingers may add the additional reports. Customer can at any time audit Baysingers inventory via the web system. If customer would like to audit inventory in person Baysingers requests reasonable notice to ensure one of Baysingers staff is available to review inventory with the appropriate Customer Representative. Baysinger agrees to maintain an inventory of the Merchandise in its warehouse located in Wichita, KS. Stocking levels will be based on historical data and forecasting from the Customer. Risk of loss for all or part of the inventory will be borne by Baysingers until actually shipped to Customer.

<u>Pricing.</u> All pricing is Attached in Appendix B. If the customer wishes to purchase any items not included in Appendix B Baysingers will give the customer department pricing on said items and add them to the Boost web system under the customer's account. Pricing is fixed for items included in Appendix B until June 30<sup>th</sup>, 2018. Thereafter, Baysingers may increase prices but increases shall not exceed 5% per year without specific notification from the manufacturer of an increase in excess of that amount.

<u>Warranties.</u> Baysingers represents that it will assist in ensuring all manufacturers warranties are honored and fulfilled. Further, Baysingers represents that any and all work done by its staff will be consistent with industry best practices and will be done in a professional manner. Baysingers makes no guarantees regarding the protection offered or lifespan of garments, those come solely from the manufacturer.

Confidentiality. Both Parties agree and understand that many aspects of each entities business will be known to the other party. Both parties agree to keep aconfidential all disclosures pertinent to each party's business. Specifically, but not limited to disclosures of a financial nature, strategic nature, related to personnel, and any other information that may be proprietary or which the disclosure of could harm the other party's business.

Governing Law. This agreement shall be governed by the laproceeding related to this contract are to subject to the jurisdijurisdiction.	ws of the State of Oklahoma, Tulsa County. Any and all iction of Tulsa County Oklahoma and must be filed within said
Customer	Baysingers Brian Carduff, President
By: Name and Title, printed	

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

# Appendix A

# **BAYSINGER TERMS & CONDITIONS**

## **Order Requirements**

There are no minimum order requirements. Orders may be placed via telephone, fax or the Internet. Customer Purchase Orders are recommended, but not required.

## Terms of Payment

Billing Statements are produced on the 15<sup>th</sup> of each month (or the next business day in the event of the 15<sup>th</sup> falling on the weekend) in order to provide the Customer with timely notice of payments coming due. The Customer is responsible to check the billing statement monthly to be certain that all invoices have been received. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice, within 30 days of the invoice date

#### Past Due Accounts

Delinquent payments are assessed a 1.5% Finance Charge each month on the first working day of the month. Payments received on past due accounts will be applied in the following order. 1) to any open Finance Charges, 2) to the oldest delinquent Invoices and 3) to Invoices identified for payment by the Customer on the payment document. On a case-by-case basis, Past Due Accounts are subject to being placed on hold until brought to a current status.

# Pricing

See Above

### Order Fulfillment

Baysingers ships goods as they become available, which means that your order may come in several shipments. Unless other arrangements have been made, orders are not invoiced until shipped complete.

#### Shipping/Freight

The most cost effective method of shipping is used to deliver orders. In most cases this is UPS. Alternative shipping can be requested, but any additional shipping costs are the responsibility of the Customer. All orders being shipped are assessed shipping costs based on the size and weight of the shipment. Shipping costs are added to the Customer's Invoice.

#### Drop Shipments

Drop Shipments can be made directly from the Vendor to the Customer in some cases. In some cases, the Vendor charges an extra fee for Drop Shipments; this fee is the responsibility of the Customer. The cost of shipping is added to the Customer's Invoice.

## Shipping Claims/Insurance

Once merchandise leaves the store, the merchandise is the responsibility of the shipper. In the event item(s) arrive damaged Baysingers will work with shipper to file a claim and in the meantime will ship replacement products to the Customer.

#### Returns

Any returns that are shipped to Baysingers must be shipped prepaid. Returns for refund must be made within 30 days of the Invoice date. Refunds for merchandise not carried as part of Baysingers basic stock are subject to a 25%

restocking fee. Returns for exchange or alterations must be made within 15 days of receipt of the merchandise. Unless otherwise arranged, returns for exchange or alterations do not impact the due date of the Invoice. Returns for defects or repairs can be made at any time at no additional cost to Customer.



# CONTRACT APPENDIX B 2017 - 2018 CONTRACT PRICING

Item#	Description	Your Pri
	Hats & Hat Accessories	
Campaign-S	W. Alboum Campaign Straw Hat	\$65.51
Acorns	W. Alboum Acorns	\$6.99
Rain Cover	W. Alboum Rain Cover	\$5.50
Hat Trap	Stratton Hat Trap Campaign Hat	\$79.99
3590000	Tru-Spec Microfleece Watch Cap	\$5.46
	Class A Uniform	
SMI-S89 Gold	Smith & Warren Large Badge, Curved or Flat	\$89.10
SMI-S89 Rhodium	Smith & Warren Large Badge, Curved or Flat	\$89.10
SMI-M202R Gold	Smith & Warren Small Badge	\$89.10
SMI-M202R Rhodium	Smith & Warren Small Badge	\$89.10
B652R (Gold)	VH Blackinton Badge	\$89.10
B652R (Rhodium)	VH Blackinton Badge	\$89.10
VHB-J1	VH Blackinton Name Bar	\$9.26
47280 (28-42)	Fechheimer Men's Justice 4-Pocket Pant	\$64.04
47280 (44-50)	Fechheimer Men's Justice 4-Pocket Pant	\$69.29
47290 (4-18)	Fechheimer Women's Justice 4-Pocket Pant	\$54.59
47290 (20-24))	Fechheimer Women's Justice 4-Pocket Pant	\$59.84
57R84 (15-18.5)	Fechheimer Justice Men's S/S Shirt	\$52.49
57R84 (19-22.5)	Fechheimer Justice Men's S/S Shirt	\$60.89
57R84Z (15-18.5)	Fechheimer Justice Men's S/S Shirt with Zipper	
57R84Z (19-22.5)	Fechheimer Justice Men's S/S Shirt with Zipper	
157R84 (30-46)	Fechheimer Justice Women's S/S Shirt	\$50.39
157R84 (48-50)	Fechheimer Justice Women's S/S Shirt	\$50.39
07W84 (15-18)	Fechheimer Justice Men's L/S Shirt w/ Natural Stretch	\$59.84
07W84 (18.5-20)	Fechheimer Justice Men's L/S Shirt w/ Natural Stretch	\$65.09
07W84Z (15-18)	Fechheimer Justice Men's L/S Shirt w/ Natural Stretch and zipper	
07W84Z (18.5-20)	Fechheimer Justice Men's L/S Shirt w/ Natural Stretch and zipper	
107W84 (30-46)	Fechheimer Justice Women's L/S Shirt	\$56.69
107W84 (48-50)	Fechheimer Justice Women's L/S Shirt	\$56.69
	Leather Duty Gear	
999-XX-2	Safariland Buckless Velcro Touser belt	\$31.19
94-XX-9	Safariland Duty Belt Buckleless with Hook Lining	\$57.19
77-83-9HS	Safariland Double Mag Pouch	\$31.19
6360-83-491	Safariland Level 3 Mid-Ride Holster	\$119.59
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6075UBL-2	Safariland Drop Loop Shank	\$14.56
62-9HS	Safariland High Gloss Keepers(sold individually, price for a set of 4)	\$31.19
7926 HG	Bianchi Accumold Lite Holder	\$13.51
38-4-9HS	Safariland MK-3 Mace Holder	\$25.99

090-9	Safariland Open Top Handcuff Case	\$23.66
762-3-9	Safariland Radio Holder with Swivel	\$38.47
	Footwear	
28015	Danner 6" Kinetic GoreTex WP	\$128.95
E22141	Bates High Shine Duty Oxford	\$55.11
28010	Men's 8" Kinetic Goretex WP	\$136.76
1150-03	Original SWAT Boot	\$72.79
	Jackets	TO STATE OF STATE
48027-724(S-2X)	511 4 in 1 Patrol Jacket	\$197.59
48027-724(3X-4X)	511 4 in 1 Patrol Jacket	\$197.59
82OJ00	BlackHawk Jacket	\$57.19
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	Rain Gear	
73160A	Fechheimer Reversible High Viz Jacket	\$114.39
73160A	Fechheimer Reversible High Viz Jacket	\$124.79
73160A	Fechheimer Reversible High Viz Jacket	\$135.19
77120 (XS-XL)	Fechheimer Full Length Reversible Raincoat	\$75.91
77120 (2XL)	Fechheimer Full Length Reversible Raincoat	\$77.99
77120 (3XL)	Fechheimer Full Length Reversible Raincoat	\$81.11
	Class B Uniform	
74003-724 (S-2X)	511 TDU Ripstop Pant	\$41.38
74003-724 (3X-4X)	511 TDU Ripstop Pant	\$42.64
64359 (2-20)	511 Women's TDU Ripstop Pant	\$41.38
72002-724 (S-2X)	511 TDU L/S Ripstop Shirt	\$41.07
72002-724 (3X-4X)	511 TDU L/S Ripstop Shirt	\$42.64
NAME TAPE	Cloth Name Tape w/ Custom Embroidery	\$2.60
	Nylon Gear	
6360-83-411/412	Safariland Level 3 Mid-Ride Holster	\$112.31
7300	Bianchi AccuMold Covered Handcuff Case	\$17.42
7307	Bianchi AccuMold Elite OC/Mace Spray Holder	\$15.86
7406	Bianchi AccuMold Belt Keeper (4 Pack)	\$9.88
7302	Bianchi AccuMold Double Magazine Pouch	\$25.48
7205	Bianchi Nylon Belt Liner, 1,5"	\$21.94
7200	Bianchi Training Duty Belt, 2.25"	\$39.51
	Miscellaneous	
350121	Smith & Wesson Model 1900 Nickel Leg Irons	\$43.67
350103	Smith & Wesson Nickel Chained handcuff	\$22.93
STR-78500 (cutout 1105)	Strong Leather Bi-Fold Badge Wallet	\$20.79
75866	Streamlight Stinger DS LED	\$113.35
4010N/4010G	Hero's Pride Button Chain Hook	\$3.64
STR-807X0 (cutout 1105)	Strong Leather Recessed Badge Holder	\$17.67
1000036	Monadnock Baton	\$48.88
1000007	Monadnock Handle Baton	\$47.84
4629000	Tru-Spec Nylon Double Ring	
59012	511 Patrol Ready Bag	\$8.31
111094	Condor Centurion Bag	\$41.59
5546-2BLK	Gould & Goodrich Leather Double Flashlight Ring	\$45.76
136		\$9.56
SN1000	Condor Tactical Response Bag Traffic Institute Traffic Template	\$35.35
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SGK100	Hatch StreetGuard with Kevlar Glove	\$32.24
339	Blauer Breakaway Safety Vest, w/ POLICE Letters	\$42.64
	Plain Clothes/Off Duty	
6378	Safariland ALS Paddle Holster	\$39.51
841	Gould & Goodrich Cuff/Mag Combo	\$41.08
UFX Polo	Elbeco UFX Tactical S/S Polo	\$33.27
74273 (28-44)	5.11 Taclite Pro Pant	\$40.55
74273 (46-54 uu)	5.11 Taclite Pro Pant	\$46.79
64360	5.11 Women's Taclite Pro Pant	\$40.55
	Special Operations Team	
F5212-38	Propper TAC U Pant	\$40.55
F5424-38	Propper TAC U Coat	\$40.55
F5417-38	Propper TAC U Combat Shirt (Solids)	\$55.64
F5417-38 ATAC	Propper TAC U Combat Shirt (ATACs)	\$60.31
F5417-38-377	Propper TAC U Combat Shirt (Multicam)	\$70.71
6305-832-551	Safariland 6305 Tactical Holster to Fit Glock 17/22 w/ Light	\$187.19
41UB01DE (up to 52")	Blackhawk Universal BDU Belt	\$12.47
41WB02DE (up to 43")	Blackhawk Enhanced Military Web Belt	\$24.95
41WB03DE (44-49")	Blackhawk Enhanced Military Web Belt	\$24.95
F5218-38-377	Propper Battle Rip Trouser (Multicam)	\$54.34
F5459-21-377	Propper ACU Coat (Multicam)	\$70.71
	Animal Control	
F5201-38	Propper Battle Rip BDU Pants	\$28.07
F5456-38	Propper S/S BDU Shirt 65/35	\$24.95
F5254-38	Propper L/S BDU Shirt 65/35	\$28.07
59130WP (S-XL)	Fechheimer Jacket	\$117.51
59130WP (2XL-3XL)	Fechheimer Jacket	\$117.51
NAME TAPE	Cloth Name Tape w/ Custom Embroidery	\$2.60