

# SOUTHERN UNIFORM & EQUIPMENT

2030 West Fairview Avenue  
P.O. Box 433  
Carthage, Missouri 64836  
Toll Free 1-800-493-2684 Business 417-358-7811  
Fax 417-358-7433

This agreement is entered into on \_\_\_\_\_, 2020 between Southern Uniform & Equipment, LLC and \_\_\_\_\_ (Customer).

**Term and Termination.** The term of this Agreement shall be 36 months from the Effective Date and price shall be adjusted on an annual basis by agreement of the parties. If either party terminates this agreement Customer agrees to purchase the inventory Southern Uniform & Equipment has in stock that is new, which was purchased to service Customer's account.

**Services.** Southern Uniform & Equipment will sell customer Point Blank Body Armor and Carriers, size customer's employees when needed, provide alterations and repairs as needed. In addition, Southern Uniform's website will track all of Customer's employees, order history, inventory, and items issued to each employee. All of this data is available to customer via their secure login. Southern Uniform & Equipment will also sell and maintain inventory of promotional items on a case by case basis if required.

**Terms and Conditions.** Contract may be renewable by written agreement of the parties.

**Reports and Auditing.** Customer may run any report available on the website as often as needed. If additional reporting is required, please contact Southern Uniform staff and on a case by case basis Southern Uniform & Equipment may add the additional reports. Customer can at any time audit Southern Uniform & Equipment inventory via the website. If customer would like to audit inventory in person Southern Uniform & Equipment requests reasonable notice to ensure one of Southern Uniform & Equipment staff is available to review inventory with the appropriate Customer Representative.

**Pricing.** All pricing is Attached in Appendix B. If the customer wishes to purchase any items not included in Appendix B Southern Uniform will give the customer department pricing on said items and add them to the website under the customer's account. Pricing is fixed for items included in Appendix B until February, 2021. Thereafter, Southern Uniform & Equipment 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.

**Warranties.** Southern Uniform & Equipment represents that it will assist in ensuring all manufacturers warranties are honored and fulfilled. Further, Southern Uniform & Equipment 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. Southern Uniform & Equipment 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 entity's business will be known to the other party. Both parties agree to keep confidential 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 laws of the state of Oklahoma, Tulsa County. Any and all proceeding related to this contract are subject to the jurisdiction of Tulsa County Oklahoma and must be filed within said jurisdiction.

Customer

**APPROVED AS TO FORM:**

By: Name and Title printed

  
Deputy City Attorney

Southern Uniform & Equipment

  
John McClellan, Owner

## Appendix A

### SOUTHERN UNIFORM & EQUIPMENT 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 1<sup>st</sup> of each month (or the next business day in the event of the 1<sup>st</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

#### Drop Shipments

Drop Shipments will be made directly from the Vendor to 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 Southern Uniform & Equipment will work with shipper to file a claim and in the meantime will ship replacement products to the Customer.

Please complete the information requested below and sign acknowledging that you agree to the terms and conditions stated above.

Department/Company Name \_\_\_\_\_

Shipping Address: \_\_\_\_\_

Billing Address (if different): \_\_\_\_\_

Attention: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contact: \_\_\_\_\_

# APPENDIX B

## PROPOSAL SHEET

THIS SHEET MUST BE COMPLETED AND ACCOMPANY BID

Bid Number: 20.127

Item Number	Quantity	Description	Unit Price	Total Bid Amount
1	31 each	Male Duty Vests	\$ <u>956<sup>99</sup></u>	\$ <u>29666.69</u> * See
2	2 each	Female Duty Vests	\$ <u>1085<sup>99</sup></u>	\$ <u>2171.98</u> * See
Total \$				<u>31838.67</u>

Make/Model: Point Blank AXIIA Point Blank Guardian Mod. 42

Warranty: Ballistics 5 years Carriers 24 months

Nearest Parts and Service Location: CARTHAGE Missouri

### Additional Optional Equipment

The following list represents the additional equipment options that may be ordered under this contract.

Bidder shall furnish with their bid, the price to be added/deducted from the base bid for each of the following options:

None

\* PACKAGE 1 AXIIA with HARD AND SOFT  
Plate And 2 CONCEALABLE CARRIERS \$ 956<sup>99</sup> EA.

\*\* PACKAGE 2 AXIIA with HARD AND SOFT  
Plate with 1 CONCEALABLE CARRIER and 1 Guardian Mod 42 \$ 1085<sup>99</sup> EA.