

**NORTH CAROLINA  
PITT COUNTY**

**CONTRACT**

**THIS CONTRACT**, made and entered into this 23 day of February, 2009, by and between **Lawmen's Safety Supply, Inc**, Party of the First Part and hereinafter referred to as the "CONTRACTOR" and the **City of Greenville**, Party of the Second Part and hereinafter referred to as the "CITY"

WITNESSETH

That for and in consideration of the covenants and promises contained herein, the CITY and the CONTRACTOR agree as follows

1 The CONTRACTOR shall provide to the City of Greenville, Greenville Police Department Protective Body Armor in accordance with the specifications and conditions provided in Formal Bid #2008/09-04, which is herein incorporated by reference and made a part hereof as if fully set forth

2 **TERMS:** This is an indefinite quantity agreement The CONTRACTOR agrees to provide to the CITY pursuant to this CONTRACT, Protective Body Armor identified as follows

Male	ABA XT2- Level II with 2 concealment carriers and 1 5-x Impac plate
Female	Savvy PST II 1 1 Level II with 2 concealment carriers and 1 5x <del>8</del> Impac plate
Male Vest Price	\$579 95 per vest
Female Vest Price	\$750 00 per vest

*mb*

The CITY agrees to purchase a minimum of ten (10) vests during any term of this CONTRACT  
There is no maximum quantity

3 **ORDER:** The CITY shall issue a PURCHASE ORDER to the CONTRACTOR stating the type of vest, quantity of vests per type, unit price and total price and the officer's name Orders may be placed by the CITY using written (use of the US Mail), facsimile transmission or electronic transmission with an executed copy of the purchase order attached Written orders shall be addressed to Lawmen's Safety Supply, Inc , 3319 Anvil Place, Raleigh, NC 27603 Purchase orders transmitted by facsimile transmission shall be sent to Lawmen's Safety Supply, Inc , 919-662-1573 Electronic transmission purchase orders shall be sent to dianna@lawmens.com Any changes in address, telephone or facsimile transmission numbers or electronic transmission shall be sent immediately to the Greenville Police Department, Attn , Paula Dixon

4 **DELIVERY:** The CONTRACTOR, upon receipt of the PURCHASE ORDER shall comply with the terms and conditions of Formal Bid #2008/09-04 within fourteen (14) calendar days from the date of the order The CONTRACTOR will ship the ordered vests, carriers and Impac plate

to the CITY, FOB destination Further, the ordered vests must be individually packaged clearly identifying the employee's name, and male or female vest Failure to comply with the delivery schedule date, the CITY shall be entitled to receive as a credit, liquidated damages and not as a penalty in the amount of ONE HUNDRED and No/100 DOLLARS (\$100 00) per day for each and every day the order is not received and accepted by the CITY The purchase shall not be deemed complete until same has been accepted as satisfactory by the CITY The place of delivery shall be Greenville Police Department, 500 S Greene Street, Greenville, NC 27858

5 **PERMITS AND FEES:** The CONTRACTOR shall be responsible for obtaining all federal, state, and local permits, if applicable, to comply with the terms and conditions of this CONTRACT Fees for permits issued by the CITY shall be waived The CONTRACTOR is responsible for compliance with all federal, state and any local laws and regulations concerning the manufacture, sale, shipment and delivery of the protective armor vests identified and subject to the terms of this CONTRACT

6 **WARRANTY:** Each vest ordered pursuant to the CONTRACT is warranted by the CONTRACTOR for a period of FIVE (5) years from date of delivery against all claims as a result of product failures, defects and deficiencies in construction, assembly, workmanship and material The CONTRACTOR warrants the vests are fit for their intended purposes

7 **INVOICES:** All invoices by the CONTRACTOR must include the PURCHASE ORDER NUMBER and shall be sent to

Greenville Police Department  
Attn Paula Dixon  
P O Box 7207  
Greenville, NC 27834-7207

Payment shall be net 30 days Payments shall be remitted to Lawmen's, 3319 Anvil Place, Raleigh, NC 27603

8 **CONTRACT PERIOD:** The initial period of this contract shall be one year from the date when signed by both the CONTRACTOR and the CITY The parties agree that this CONTRACT under the same terms, conditions and price may be extended for a period of ONE (1) year upon THIRTY (30) days written notice by the CITY to the CONTRACTOR

9 **INDEMNIFICATION:** The CONTRACTOR covenants and agrees to indemnify and hold harmless and defend the CITY and its agents and employees from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this Contract or the work to be performed hereunder The CONTRACTOR hereby assumes all liability and responsibility for injuries, claims for suits for damages to persons or property of whatsoever kind of character, whether real or asserted, occurring during the time the work is being performed and arising out of the performance of same When any property is affected or endangered by any work to be performed, it shall be the responsibility of the CONTRACTOR to take

whatever steps are necessary for the protection of such property and to notify the CITY thereof of such hazards.

10. **INSURANCE:** The CONTRACTOR shall be required to maintain all liability, property, and workers compensation insurance coverage to satisfy the terms and conditions of this CONTRACT. .

A. Worker's Compensation:

The CONTRACTOR shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all employees employed at the site of the project under this Contract, or as otherwise required by North Carolina General Statutes.

B. Public Liability and Property Damage:

The CONTRACTOR shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance as shall protect from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall not be less than \$500,000 for injuries, subject to the same limits per person, and \$1,000,000 for property damage. The CITY shall be named as an additional insured on all coverage.

C. Other Insurance:

The CONTRACTOR shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

D. Cancellation.

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the CITY of such alteration or cancellation, sent registered mail.

E. Proof of Carriage:

The CONTRACTOR shall furnish the CITY with satisfactory proof of carriage of the insurance required.

11. **TERMINATION:** The CITY may terminate this CONTRACT for nonperformance, or unacceptable performance, or for any other reason as determined by the Chief of Police or his Designee upon Sixty (60) days written notice to Lawmen's Safety Supply, Inc.; Registered Agent, Al

Sutton, 3319 Anvil Drive, Raleigh, NC 27603 The CONTRACTOR may terminate this CONTRACT for any reason upon Sixty (60) days written notice to the Chief of Police or Designee

12 **SITUS:** Any conflicts or disputes in language shall be interpreted according to the laws of the State of North Carolina Any judicial action to enforce any term or this CONTRACT shall be located in the general courts of justice, Pitt County, North Carolina

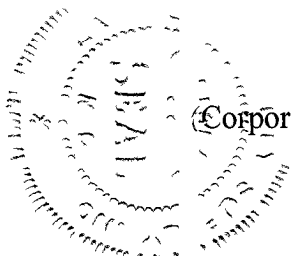
13 **ENTIRE AGREEMENT:** The parties agree this CONTRACT constitutes the entire agreement and understanding of the parties If any part or parts are determined to be unenforceable, the remaining part or parts shall be enforced and performed by the parties

14 **AMENDMENTS:** Any changes to this CONTRACT shall be in writing and signed by all parties to this CONTRACT

15 **NON-ASSIGNABILITY:** No part of this CONTRACT or the CONTRACT as a whole, can be assigned including but not limited to performance, by either party without the express written permission of the other party

16 **DUPLICATE ORIGINALS:** The parties agree this CONTRACT will be executed in duplicate originals, with each party maintaining a fully executed original document Either fully executed document may be enforced by one party against the other party

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in triplicate originals as of the day and year first above written



(Corporate Seal)

North Carolina

Wake

County

LAWMEN'S SAFETY SUPPLY, INC.

BY

AL Sutton

PRINTED NAME

AL Sutton

TITLE

President

ATTN: ST

PRINTED NAME

TITLE

I, Melinda N Blalock, a Notary Public for Wake County, North Carolina, do hereby certify that AL Sutton personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

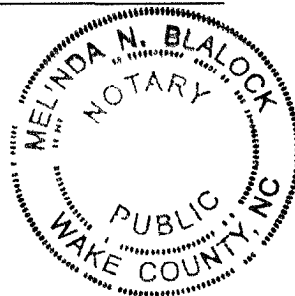
Witness my hand and official seal, this the 23<sup>rd</sup> day of February, 2009.

My commission expires


12-6

, 2010

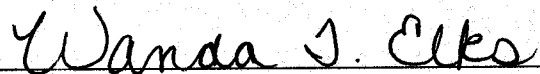
Melinda N Blalock  
Notary Public



**CITY OF GREENVILLE**


  
Wayne Bowers  
City Manager

ATTEST:

  
Wanda T. Elks, City Clerk

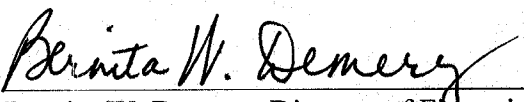


APPROVED AS TO FORM:

  
David A. Holec, City Attorney

**PRE-AUDIT CERTIFICATION**

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

  
Bernita W. Demery, Director of Financial Services