

MID SOUTH UNIFORM & SUPPLY, INC.  
1825 UNIVERSITY BLVD  
JACKSON, MS 39204  
(601)373-3613 (800)325-3958

06/07/21

SWAT TEAM COMMS  
MADISON CO SHERIFF'S DEPT.  
2941 HWY 51

CANTON MS 39046  
601-355-0379

Dear Sirs:

Please accept this correspondence as our quote on the following:

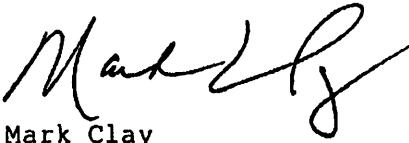
QUOTE #34624

ITEM #	DESCRIPTION	QTY.	UNIT PRICE	EXTENSION
1 LIB4-RM	LIBERATOR IV HEADSETS-UNIVERSL	10	828.75	8,287.50
2 MSSC2021	MS STATE CONTRACT# 8200053376			

Total of lines with quantities only: 10 8,287.50

Thank you for allowing us this opportunity to serve you.  
This quote is valid for up to 30 days.

Sincerely,



Mark Clay  
Sales Representative

STATE OF MISSISSIPPI  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

STATE CONTRACT AGREEMENT

CONTRACTOR: Safariland

STATE CONTRACT #: 8200053376

SUPPLIER #:3100034054

SMART CONTRACT #:1130-21-C-SWCT-00101

COMMODITIES COVERED: Body Armor,  
Riot Shield and Supplies

EFFECTIVE: October 1, 2020  
through  
September 30, 2021

This State Contract Agreement is made this 17<sup>th</sup> day of September 2020, between the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management for the State of Mississippi (hereinafter the "State") and Safariland, 13386 International Parkway, Jacksonville, FL 32218 (hereinafter the "Contractor").

**SCOPE:** The Contractor agrees to furnish the State its normal requirements of body armor, riot shield and supplies on a nonexclusive basis for a period of twelve (12) months beginning October 1, 2020, and ending September 30, 2021, in accordance with all requirements in the *State of Mississippi Proposal Format and Guidelines For Body Armor, Riot Shield and Supplies* and the Contractor's Proposal submitted on July 15, 2020.

The only items permitted on this contract include: Body Armor and Accessories; Ballistic Body Armor; (Type II Ballistic Impact Protection and Type IIIA Ballistic Impact Protection); Law Enforcement Equipment and Related Items; Police Protection Equipment; Ballistic Shields and Raid and Tactical Vests.

**Threat Level -** The threat level for each model shall coincide with the level listed in the National Institute of Justice (NIJ) Technology Assessment Program and found to comply with the requirements of *Ballistic Resistance of Police Body Armor: NIJ Standard 0101.06*.

**AUTHORIZED PURCHASERS:** The State, as referred to herein, enters into this State Contract Agreement for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts and other political subdivisions of the State of Mississippi. These entities are authorized to purchase from this Contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the *Mississippi Procurement Manual*.

Purchase Orders prepared by these authorized purchasers shall include this State Contract Agreement Number referenced above.

**PRICE GUARANTEE:** The prices established herein shall prevail for the term of this Agreement, except in the event of a general market decline in prices of such commodities at any time during the period of this Contract, the Contractor agrees that the State of Mississippi shall receive full benefit of such decline.

The State Bureau of Financial Control shall not approve any account nor order and direct payment of any account for the purchase of any commodity covered by this Contract when the purchase price is in excess of the maximum price fixed in this Agreement.

**PRICE DATA:** The Contractor has furnished a price list for the new period for authorized purchasers. The State agrees to notify all authorized purchasers of the existence of this Contract and to give the specific instructions relative to the procedures to be followed in making purchases under the provisions hereof.

During the term of this contract no purchase of Body Armor, Riot Shield, and Supplies manufactured and/or distributed by the above-designated Contractor shall be made by state agencies at a price in excess of that established by the prices set out in this regulation.

Any items covered by a competitively bid contract with the Office of Purchasing, Travel and Fleet Management will not be included in this agreement.

Commodities purchased under provisions of this contract from the above Contractor or his authorized distributors shall be exempt from competitive bid requirements otherwise applying to purchases by the state agencies, counties, municipalities and other political subdivisions.

Entities making purchases over \$50,000 may consider obtaining two competitive quotes from the authorized dealers' list on this manufacturer's contract. If this manufacturer does not have a dealers' list, the manufacturer should be prepared to submit a quote.

**PAYMENT:** Payment for commodities or equipment purchased under the provisions of this Contract shall be made to the Contractor or to the authorized dealer making delivery in accordance with Miss. Code Ann. §§ 31-7-301, et seq. (as amended). Such payment is to be made only upon receipt, by the authorized purchaser, of properly certified invoices, which are priced strictly in accordance with the pricing provisions of this Contract.

**QUANTITY TO BE PURCHASED:** It is understood and agreed that the Contractor is entering into this Agreement as a multiple source of supply without any guarantee from the State as to the quantity of the items covered by this Contract that might be ordered during the specified period.

**TRANSPORTATION TERMS:** All freight and shipping costs are the responsibility of the Vendor and are not reimbursable. All items must be transported F.O.B. Destination. No surcharges or any other fees of any kind are allowed.

**INDEMNIFICATION:** To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

**ASSIGNMENT:** The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the State. Any attempted assignment or transfer without said consent shall be void and of no effect.

**CANCELLATION:** It is agreed that either party may cancel this Agreement by giving thirty (30) days written notice prior to the effective date of cancellation. Contractor is advised that cancellation of this Agreement by the Contractor may result in disqualification from the awarding of future contracts with the State.

**TAXES:** No Federal Excise Tax or Mississippi Sales Tax will be added to or otherwise included in the prices submitted by the Contractor. The Contractor understands and agrees that the State and its authorized purchasers exempt from the payment of taxes.

**PRECEDENCE:** This Contract consists of this Agreement, the Proposal Format and Guidelines referenced herein above, and the Contractor's Proposal. Any ambiguities, conflicts, or questions of interpretation of this

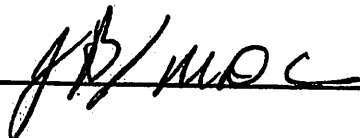
Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to the Proposal Format and Guidelines, and, if still unresolved, by reference to the Contractor's Proposal.

**TERMS:** Net forty-five (45) days without penalty.

**ORDERING INFORMATION:** Please place all orders under this agreement with an approved dealer/distributor from the attached list.

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
FOR THE  
STATE OF MISSISSIPPI**

**THIS MUST BE SIGNED BY AN OFFICIAL  
OF THE COMPANY**

**BY:** 

**BY:** 

**OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT**

**TITLE:** VP US Sales

**DATE:** 9-25-20

**DATE:** 9.21.20

**AUTHORIZED DEALERS/DISTRIBUTORS LIST**

**MANUFACTURER'S NAME:** Safariland LLC  
**CONTRACT NAME:** Body Armor, Riot Shield and Supplies  
**TERM OF CONTRACT:** 10/01/2020 - 09/30/2021

<b>DEALER/DISTRIBUTOR NAME</b>	<b>CONTACT NAME</b>	<b>ADDRESS</b>	<b>CITY/STATE/ZIP</b>	<b>TELEPHONE</b>
Barney's Police Supplies	Julie Rose	218 Four Park Road	Lafayette LA 70507	337-896-3667
Mid South Uniform and Supply Inc	Mark Clay	1825 Terry Road	Jackson MS 39204	601-373-3613
Safariland LLC	Wendy Fuchs	13386 International Parkway	Jacksonville FL 32218	904-371-2207

**MINORITY VENDOR**

<b>FAX</b>	<b>EMAIL</b>
337-896-3660	Julie@mycopshop.com
601-373-3616	markclay@midssouthunifirm.net
904-741-4792	wendy.fuchs@safariland.com

515	Lib IV Headset-Single Comm Over the Head Suspension. Available Colors: OD Green, Black, Flat Dark Earth	68008	\$ 828.75
516	Lib IV Headset-Single Comm Behind the Head Suspension. Available Colors: OD Green, Black, Flat Dark Earth	68008	\$ 828.75
517	Lib IV with Alpha PTT Headset-Single Comm Over the Head Suspension. Available Colors: OD Green, Black, Flat Dark Earth	68008	\$ 828.75
518	Lib IV with Alpha PTT Headset-Single Comm Behind the Head Suspension. Available Colors: OD Green, Black, Flat Dark Earth	68008	\$ 828.75