**STATE OF MISSISSIPPI**

**MISSISSIPPI BUREAU OF NARCOTICS**

**CONTRACT AGREEMENT FOR CONDUCTED ELECTRICAL WEAPONS**

1. **PARTIES**.

This Contract Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 201\_\_\_, between the Mississippi Bureau of Narcotics (MBN) and CONTRACTOR, CONTRACTOR’S ADDRESS (hereinafter the “Contractor”).

1. **SCOPE OF WORK.**

The Contractors agrees to furnish MBN….

1. **PERIOD OF PERFORMANCE.**

The period of performance of this contract shall begin on DATE and shall end no later than Close of Business DATE.

1. **CONSIDERATION AND PAYMENT.** 
   1. **Price Guarantee.**

The prices established herein shall prevail for the term of this Agreement. The Contractor has furnished a price list which is attached to this Agreement as Addendum A.

* 1. **Payment Terms.**

Net Forty-Five (45) days without penalty.

* 1. **Quantity to be Purchased.**

It is understood and agreed that the Contractor is entering this agreement as definite quantity contract.

* 1. **Transportation Terms.**

All freight and shipping costs are the responsibility of the Contractor and are not reimbursable. All items must be transported F.O.B. Destination.

1. **TERMS AND CONDITIONS REQUIRED FOR CONTRACT.**

This contract is subject to and incorporates the following terms and conditions governing a contract between MBN and the Contractor:

* 1. **Indemnification.**

To the fullest extent allowed by law, the contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi 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 attorney’s fees, arising out of or caused by the contractor 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, the contractor may be allowed to control the defense of any such claim, suit, etc. In the event the contractor defends said claim, suit, etc., the contractor shall use legal counsel acceptable to the State. The contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The contractor shall not settle any claim, suit, etc. without the State’s concurrence, which the State shall not unreasonably withhold.

* 1. **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.

* 1. **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 Contract may result in disqualification from the awarding of future contracts..

* 1. **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 MBN is exempt from the payment of taxes.

* 1. **Precedence.**

This Contract consists of this Agreement, the bid, and the bid documents issued by MBN. 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 bid documents, and if still unresolved, by reference to the Contractor’s bid.

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JOHN M. DOWDY, JR., DIRECTOR DATE

MISSISSIPPI BUREAU OF NARCOTICS

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NAME, POSITION DATE

FULL NAME OF CONTRACTOR