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

STATE CONTRACT AGREEMENT

CONTRACTOR: Stuart Irby

STATE CONTRACT #: 8200020169

SUPPLIER #: 3100031315

SMART CONTRACT #: 1130-15-C-SWCT-00833

COMMODITIES COVERED: Maintenance, Repair and Operations (MRO)

EFFECTIVE: September 1, 2015 through August 31, 2016

This State Contract Agreement is made this 11th day of August 2015, between the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management for the State of Mississippi (hereinafter the "State") and Stuart Irby, 815 S. State Street, Jackson, MS 39201 (hereinafter the "Contractor").

SCOPE: The Contractor agrees to furnish the State its normal requirements of maintenance, repair and operations on a nonexclusive basis for a period of twelve (12) months beginning September 1, 2015, and ending August 31, 2016, in accordance with all requirements in the *State of Mississippi Proposal Format and Guidelines For Maintenance, Repair and Operations* and the Contractor's Proposal submitted on July 9, 2015.

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.

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.

PAYMENT TERMS: Net Forty-five (45) days Without Penalty

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: The Contractor shall deliver F.O.B. Destination, Freight Prepaid.

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.

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

Stuart C Irby Co. 815 S. State Street, Jackson, MS 39201
Order online: http://www.irby.com/forms/signup_forms.asp
Payments made to: Stuart C. Irby Co. 815 S. State Street, Jackson, MS 39201
Contract Administrator: William Horton c/o Stuart C. Irby Co.
815 S. State Street
Jackson, MS 39201
Phone: **601-960-7361**
Toll Free: **800-844-1811**
Fax: **601-960-7373**
Website: http://www.irby.com

DEPARTMENT OF FINANCE AND ADMINISTRATION
FOR THE
STATE OF MISSISSIPPI

BY: Steve Tucker

OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

DATE: 8/12/15

THIS MUST BE SIGNED BY AN OFFICIAL
OF THE COMPANY

BY: Robert Faul

TITLE: District Sales Manager

DATE: 8-11-15