

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

STATE CONTRACT AGREEMENT

CONTRACTOR: Spartan Chemical Company, Inc.

STATE CONTRACT #: 8200016266

SUPPLIER #: 3100031311

SMART CONTRACT #: 1130-15-C-SWCT-00531

COMMODITIES COVERED: Janitorial Products

CONTRACT EFFECTIVE: February 1, 2015 through January 31, 2016

***AMENDMENT EFFECTIVE AUGUST 1, 2015***



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

**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.

**RECEDENCE:** 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 the following approved dealer/distributor:

Spartan Chemical Company, Inc  
1110 Spartan Drive  
Maumee, OH 43537  
Phone: 1-800-537-8990  
Email: smoya@spartanchemcial.com

DEPARTMENT OF FINANCE AND ADMINISTRATION  
FOR THE  
STATE OF MISSISSIPPI

THIS MUST BE SIGNED BY AN OFFICIAL  
OF THE COMPANY

BY: Michael D. Cook

BY: [Signature]

OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

TITLE: VP-Sales

DATE: 1-29-15

DATE: 1/28/15