Purchasing Department

Madison County Board of Supervisors 146 West Center Street Canton, Mississippi 39046

601-855-5503 hardy@madison-co.com

23 January 2018

District 1 Supervisor Sheila Jones

District 2 Supervisor Trey Baxter

District 3 Supervisor Gerald Steen

District 4 Supervisor David Bishop

District 5 Supervisor Paul Griffin

Subject: Authorize purchase of Caterpillar CB66B Tandem Vibratory Roller on State Contract at the price of \$185,000

Dear Board Members:

The County's current Ingersoll Rand Model DD90 steel-wheel roller was purchased in January 2000 at the price of \$83,222. Assistant County Engineer Timothy Bryan stated that the roller no longer vibrates sufficiently to properly pack asphalt. Central Shop Manager Michael Steele said the machine's steel drums leak. The Road Department recently had to rent a roller for work on Bozeman Road.

Road Manager Cornelius Bacon would like to purchase a Caterpillar CB66B Tandem Vibratory Roller on State Contract at the price of \$185,000. The Department of Finance and Administration's contract with Caterpillar, through the National Joint Powers Alliance (NJPA), requires the company to sell the roller for a minimum 16-percent discount off dealer list price. Below is a detail of the pricing from Puckett on a Caterpillar CB66B Tandem Vibratory Roller:

Dealer list price	\$223,220
16 percent discount	\$35,715.20
Dealer list price minus 16 percent	\$187,504.80

Additional cost:

Extra Two Year Power Train Warranty	\$1,960
Freight, dealer prep, and delivery	\$2,400
Calculated price with 16-percent discount plus add ons:	\$191,864.80

Price offered by Puckett Machinery \$185,000

The price offered by Puckett with the add ons is less than the dealer list price minus 16 percent.

If the board wishes to purchase a Caterpillar CB66B Tandem Vibratory Roller on State Contract from Puckett at the price of \$185,000, a motion would be in order authorizing the issuance of a purchase order for same.

Sincerely,

Hardy Crunk
Purchase Clerk

Attachments: Puckett order acknowledgement from Caterpillar

State Contract heavy equipment index sheet

State Contract with Caterpillar Caterpillar discount sheets

Specification sheets for CB66B Tandem Vibratory Rollers Minutes of Jan. 10, 2000, showing purchase of current roller

CATERPILLAR®

Order Acknowledgement

Buyer	P.O. # 17-0283
PUCKETT MACHINERY COMPANY	The state of the s
100 CATERPILLAR DR	Sales Order No /Date
FLOWOOD MS 39232-6204	AEPNJ / 28 August 2017
USA	Buyer#
	D440
	— Payment Terms
Ship To	R012 : Due Net 25th of Next Month
PUCKETT MACHINERY COMPANY	Requested Delivery Date
100 CATERPILLAR DR	28 August 2017
FLOWOOD MS 39232-6204	Lane Availability Max Date
USA	12 January 2018
	Lane Availability Min Date
	07 December 2017
Notify / Address	Planned PGI Date
	05 December 2017
	Order Change Freeze Date
	29 September 2017
	Current Confirmed PGI Date
	12 December 2017
	Current Order Promise Date
Consignos / Address	28 November 2017
Consignee / Address	Shipping type
	Z1 Truck
	Port of Entry
	Port of Endy
	Port of Exit
Forwarder / Address	Source of Goods
The Transfer of the promotion of the control of the	1010 / CPPI - Caterpillar Paving Minn
	Inland Carrier
	2 / LANDSTAR RANGER INC
•	Sales Order Type
	ZOR Standard Order
End Customer / Address	Differentiated Order Indicator
	I Inventory Order
	O. H
	Seller
	CATERPILLAR INC.
Account Coordinator	100 NE ADAMS ST
g promise se se de la compania de l Compania de la compania de la compa	PEORIA 61629-0001
	USA
	II I

Important: This acknowledges buyer's order as shown herein. Seller's acceptance of buyer's order is conditioned on buyer's agreement to seller's applicable standard terms and conditions of sale, previously provided to buyer or available upon request, unless otherwise agreed in writing by both seller and buyer. Any discrepancy in buyer's order below should be notified to seller within a reasonable time, and in no event more than ten (10) days from the date of this acknowledgement.

Order is subject to credit checks, managed distribution and order limits.

Prices are subject to change without notice. Ex-factory/ship date prices will apply at time of invoicing.

Please verify this order acknowledgement against your order submitted and notify your account coordinator of any discrepancies immediately.

CATERPILLAR®

Buyer

PUCKETT MACHINERY COMPANY 100 CATERPILLAR DR FLOWOOD MS 39232-6204 USA

Doc. no./Date AEPNJ / 28 August 2017

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Program ID

Est. Shipping Weight

0 KG

Feature Code	REF No	Serial No.	DESCRIPTION	Qty	L/N	SELLING PRICE
	CB66B	B6600293	CB66B VIBRATORY ASPHALT COMPAC	1		
	PIN	CATCB66BKB6600293				
	4356529	W7N29971	ENGINE AR-PRIM	1		
	PE478		CB66B VIBRATORY ASPHALT	1		
			COMPACTOR			
CB66B_I	4240663		CB66B VIBRATORY COMPACTOR	1	L	223,220.00
ENGT4S4_I	4340760		ENGINE, TIER 4F, STAGE 4	1	L	V/I
PLATRF_I	3905222		PLATFORM, ROPS/FOPS	1	L	V/I
ROHALF_I	3436115		ROTATION, HALF	1	L	V/I
SEASVL_I	3436129		SEAT, STD VINYL	1	L	V/I
LIGWOR_I	4190966		LIGHTS, WORKING	1	L	V/I
BELENG_I	3551670		BELT, ENG	1	L	V/I
SYSVV_I	4241371		SYSTEM, VERSA-VIBE	1	L	6,100.00
CONTST_I	4543054		CONTROL, STD	1	L	V/I
HITCHST_I	4175262		HITCH, STANDARD	1	L	V/I
OILHYF_I	4330408		OIL, HYD, FACTORY FILLED	, 1	L	V/I
PLC641_I	4608862		PRODUCT LINK, CELLULAR PL641	1	L	V/I
INSNA_I	4351284		INSTRUCTIONS, NORTH AMERICAN	1		V/I
MATS02_I	4351282		MATS, WATER DISTRIBUTION	1	L	1,710.00
NOZBRS_I	4458758		NOZZLES, PREMIUM	1	L	294.00
DOMTRK_I	0P0210		PACK, DOMESTIC TRUCK	1	L	V/I
LANE3_I	0P9003		LANE 3 ORDER	1		V/I

CATERPILLAR®

Buyer

PUCKETT MACHINERY COMPANY 100 CATERPILLAR DR FLOWOOD MS 39232-6204 USA

Doc. no./Date AEPNJ / 28 August 2017

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		231,324.00
231,324.00	28.00 %	64,770.72-
		0.00
		166,553.28
		0.00
		0.00
		0.00
		166,553.28
		0.00
		0.00
		166,553.28
	231,324.00	231,324.00 28.00 %

Total USD 166,553.28

Standard Notes:

Dealer Request Notes: CDIS PLAN ID: AZZW5

NOTICE IS HEREBY GIVEN THAT PUCKETT

MACHINERY COMPANY MAY ASSIGN ITS RIGHTS

MACHINERY COMPANY MAY ASSIGN ITS RIGHTS

UNDER THIS PURCHASE ORDER TO PUCKETT

EXCHANGE LLC TO PURCHASE THE RENTAL

EQUIPMENT DESCRIBED HEREIN.

Port Marks:

DATE = 11 December 2017 **END OF DOCUMENT AEPNJ ** TIME = 15:50:38

DFA:: Heavy Equipment Page 1 of 1



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Ross Campbell, Director 501 North West Street, Jackson, MS 39201

Heavy Equipment

GO TO THE FOLLOWING LINK TO VIEW THE CONTRACTS FOR HEAVY EQUIPMENT:

Contract Bid Search

Click Search Contracts, Click Advanced Search Options, Enter in the box for Contract #, the Contract Number (Example: 8200036327).

Supplier Name	Supplier Number	Contract Number
Case/New Holland	3102009193	8200036327
Caterpillar	3102045342	8200036742
Clark Equipment Company dba Bobcat/Doosan	3100029307	8200036886
JCB Inc.	3102043811	8200036002
John Deere Construction Retail Sales	3102044878	8200036667
Kubota Tractor Corportation	3100031235	8200036654
Woods Equipment Company	3102009030	8200036655

ACE

APPLICATIONS

BID / RFP NOTICES

BRICKS - CONSTRUCTION/RPM

MAGIC

RESERVATIONS

WORK ORDER REQUEST

SITE MAP



STATE OF MISSISSIPPI

CONTRACT NUMBER 8200036742

CATERPILLAR CORPORATION COOPERATIVE AGREEMENT FOR CONSTRUCTION EQUIPMENT

DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING AND TRAVEL
701 WOOLFOLK BUILDING, SUITE A
501 NORTH WEST STREET
JACKSON, MISSISSIPPI 39201

CATERPILLAR CORPORATION COOPERATIVE CONTRACT FOR CONSTRUCTION **EQUIPMENT**

CONTRACT NUMBER: 8200036742

EFFECTIVE DATES: December 1, 2017 through November 30, 2018

VENDOR:

Contract Administrator:

Phone:

Caterpillar Patty Redpath 309-494-4578

Local Caterpillar Dealers

Thompson Machinery

Trace Hall 1245 Bridgestone Blvd. Lavergne, TN 37086 615-744-7816

Trace.Hall@ThompsonMachinery.com

Puckett Machinery Company

Dean Hennigan P O Box 321033 100 Caterpillar Drive Flowood MS 39232 601-969-6000

Dean.Hennigan@PuckettMachinerv.com

State of Mississippi **CONTACT:**

Phone:

Email:

Ross Campbell

601-359-2004

Ross.campbell@dfa.ms.gov

We have established an agreement with National Joint Powers Alliance to allow purchases from their cooperative contract with Kubota Tractor Corporation for commodities only. It is the buyer's responsibility to ensure this contract is not used in place of a required competitive process or as a substitute for other required purchasing approvals as required by Mississippi law. This contract was approved as another option for agencies to save money on construction equipment not currently covered by our competitively bid contracts, and provides that the provisions thereof may be available to any county, municipality, school board or other local public agency or authority of the State of Mississippi which may elect to purchase at the prices, terms and conditions of sale specified therein.

NJPA PROGRAM AGREEMENT

- This National Joint Powers Alliance® (NIPA) Program Agreement ("Program Agreement") by and between State of Mississippi ("Buyer") and Caterpillar Inc. is made effective as of October 1, 2017 (the "Program Agreement Effective Date") and is attached to and governed by the NIPA Agreement(s) specifically marked and identified in Section 2.2 below ("NIPA Agreement(s)") between Caterpillar, Inc. and NIPA. Buyer and Caterpillar, Inc. are collectively referred to herein as the "Parties". All capitalized terms used herein shall have the meaning assigned to them in the NIPA Agreement unless otherwise defined herein.
- WHEREAS, Buyer, a member of NJPA (as defined below), and Caterpillar, Inc. desire to enter into this Program Agreement pursuant to which Buyer may participate in the NJPA Program to purchase Products (as defined below).
 - NOW, THERFORE, in consideration of the foregoing mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:
- Term. The term of this Program Agreement with respect to Buyer shall commence on the Program Agreement Effective Date and shall terminate upon the earlier of (i) termination or expiration of the Agreement, or (ii) the date at which Buyer ceases to be a Member of the Program. In the event that the Program Agreement terminates or expires pursuant to (i) or (ii) above, Caterpillar, Inc. agrees to offer Buyer the option to enter into a separate agreement with Caterpillar, Inc. only, provided, however, Caterpillar, Inc. and Buyer mutually agree upon the terms and conditions of such separate agreement.

2.0 <u>Definitions</u>.

- 2.1 NJPA. The National Joint Powers Alliance® is a public agency serving as a national gövernment/education contracting agency. NJPA was created and organized under the "Service Cooperative" section of the Minnesota Statute, M.S. 123A.21. NJPA is governed by publicly elected officials while cooperatively serving all municipal and educational agencies nationally under the authority of the Minnesota Joint Exercise of Powers laws M.S. 471.59.
- 2.2 NJPA Program. The specific program(s) checked below:
- Construction and Agricultural Equipment Program. Construction and agricultural equipment offered for sale by Caterpillar, Inc. to NJPA members that are included in the NJPA purchasing program for construction and agricultural equipment pursuant to RFP award #032515-CAT as amended from time to time or any future equivalent IFB/RFP for construction and agricultural equipment awarded to Caterpillar, Inc.
- 2.3 Products: All construction and agricultural equipment items included in the NJPA Program that Buyer purchases or may purchase from Caterpillar, Inc., except, however, those items which are available on the Buyer's competitively bid state contracts are not included in this Agreement.
- 3.0 Buyer Representations. Buyer hereby represents that:
- it is a governmental entity or it is a nonpublic school administrative unit or non-profit eligible to participate in the NJPA Program;
- 3.2 it is an NJPA member and will maintain its NJPA membership during the Program Agreement Term;

- it has the local legal ability to recognize and participate in joint exercise of powers activities under the applicable state and federal procurement laws; and
- as a member of NJPA, Buyer may participate in the NJPA Program, provided, however, Buyer acknowledges that it will be bound in all respects by the terms and conditions of the NJPA Agreement and terms and conditions of this Program Agreement.
- 4.0 Prices. Prices for Products are available at the time of purchase as provided by the NJPA Program.
- Precedence. The agreement between the parties consists of this Program Agreement, the NJPA Agreement, and the attached Exhibit A State of Mississippi Terms and Conditions. In the event of conflict between this Program Agreement and the NJPA Agreement, the terms and conditions of this Program Agreement shall control. In the event of a conflict between the Program Agreement or the NJPA Agreement and the attached Exhibit A, the terms and conditions of the Exhibit A shall control.
- 6.0 <u>Termination</u>. Either Party may terminate this Program Agreement for any reason upon at least thirty (30) calendar days' prior written notice to the other Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Program Agreement under seal as of the Program Agreement Effective Date.

STATE OF MISSISSIPPI

By its authorized agent:

Name: Ross Campbell

Title: Director - DFA OPTFM

Date: ///2///7

Address for Notices:

State of Mississippi

Department of Finance and Administration

Office of Purchasing, Travel and Fleet

Management

701 Woolfolk Building Suite A

501 North West-Street

Jackson, Mississippi 39201

ATTN: Ross Campbell Telephone: 601-359-3409

Facsimile: 601-359-3910

Email: ross.campbell@dfa.ms.gov

CATERPILLAR, INC.

By its authorized agent:

Name: Patty Redpath

Title: Government Account Manager

Date: November 21, 2017

Address for Notices:

Caterpiliar Inc. Attn: Patty Redpath

Global Construction & Infrastructure

100 NE Adams St Peoria, IL 61629

Telephone: 309-494-4578 Email: redpath_patty@cat.com

STATE OF MISSISSIPPI TERMS AND CONDITIONS

A. PRECEDENCE

These STATE OF MISSISSIPPL (or "State") Terms and Conditions shall take precedence and should ambiguities, conflicts, or questions of interpretation of any documents associated with the Vendor's Agreement with the State arise, they shall be resolved first by reference to the State's Terms and Conditions.

B. E-PAYMENT & PAYMODE

The Vendor agrees to accept all payments in United States currency via the State's electronic payment and remittance vehicle. The STATE OF MISSISSIPPI agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

Payments by state agencies using the Statewide Accounting System shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Vendor's choice. The State may, at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Vendor shall remain responsible and liable for full performance.

C. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the STATE OF MISSISSIPPI to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the STATE OF MISSISSIPPI, the STATE OF MISSISSIPPI shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the STATE OF MISSISSIPPI of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

D. RECORD RETENTION AND ACCESS TO RECORDS

Provided Vendor is given reasonable advance written notice and such inspection is made during normal business hours of Vendor, the Vendor agrees that the STATE OF MISSISSIPP or any of its duly authorized representatives shall have unimpeded, prompt access to any of Vendor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed; however, if any audit, litigation, or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

E. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be

brought in the courts of this State. The Vendor shall comply with applicable federal, state, and focal laws and regulations.

F. ANTI-ASSIGNMENT/SUBCONTRACTING

Vendor acknowledges that it was selected by the State to perform the services and provide the products required hereunder based, in part, upon Contractor's special skills and expertise. The Vendor 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 OF MISSISSIPPI, which the STATE OF MISSISSIPPI may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer without said consent shall be null and void. No such approval by the STATE OF MISSISSIPPI of any subcontract shall be ideemed in any way to provide for the incurrence of any obligation of the STATE OF MISSISSIPPI in addition to the total fixed price agreed upon in this Agreement. Subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that the STATE OF MISSISSIPPI may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the parties. In accordance with the foregoing, the STATE OF MISSISISPPI hereby consents to Vendor subcontracting all sales and service responsibilities (including, without limitation, quoting, invoicing, and the collection of payment), among other responsibilities common for dealers, as outlined in this. Agreement or the NJPA Agreement(s) to its authorized dealers in the State.

G. COMPLIANCE WITH LAWS

The Vendor understands that the STATE OF MISSISSIPPI is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination, based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

H. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code: Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement is required to be posted to the Mississippi Department of Finance and Administration's independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by the Vendor as trade secrets, or other proprietary information including confidential Vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be reducted.

I. EMPLOYEE STATUS VERIFICATION SYSTEM

If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, et seq. of the Mississippi Code Annotated (1972, as amended), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor

electronia verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The Vendor understands and agrees that any breach of these warranties may subject the Vendor to the following:

(1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both. In the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the State due to the Agreement cancellation or loss of license or permit.

J. INDEPENDENT CONTRACTOR

The Vendor shall, at all times, be regarded as and shall be legally considered an Independent Contractor and shall at no time act as an agent for the STATE OF MISSISSIPPI, Nothing contained herein shall be deemed or construed by the STATE OF MISSISSIPPI, Vendor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the STATE OF MISSISSIPPI and the Vendor, Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the STATE OF MISSISSIPPI or the Vendor hercunder creates, or shall be deemed to create a relationship other than the independent relationship of the STATE OF MISSISSIPPI and the Vendor. Vendor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the STATE OF MISSISSIPPI. No act performed or representation made, whether dral or written, by the Vendor with respect to third parties shall be binding on the STATE OF MISSISSIPPL. Neither the Vendor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the STATE OF MISSISSIPPI; and the STATE OF MISSISSIPPI shall at no time be legally responsible for any negligence or other wrongdoing by the Vendor, its servants, agents, or employees. The STATE OF MISSISSIPPI shall not withhold from the contract payments to Vendor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Vendor. Further, the STATE OF MISSISSIPPI shall not provide to the Vendor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the STATE OF MISSISSIPPI for its employees.

K: MODIFICATION OR RENEGOTIATION

This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal, state and/or the STATE OF MISSISSIPPI revisions of any applicable laws or regulations make changes in this Agreement necessary.

L. TERMINATION FOR CONVENIENCE

(1) Termination. The STATE OF MISSISSIPPI may, when the interests of the STATE OF MISSISSIPPI so require, terminate this Agreement in whole or in part for the convenience of the STATE OF MISSISSIPPI. The STATE OP MISSISSIPPI shall give written notification of the termination to the Vendor specifying the part of the Agreement terminated and when the termination becomes effective:

(2) Vendor's Obligations. The Vendor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Vendor will stop work to the extent specified. The Vendor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Vendor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Vendor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

M. TERMINATION FOR DEFAULT

- (1) Default. If the Vendor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified within this Agreement, or any extension thereof, otherwise fails to timely satisfy the Agreement provisions, or commits any other substantial breach of this Agreement, the STATE OF MISSISSIPPI may notify the Vendor in writing of the delay or nonperformance and if not cured within ten (10) days or any longer time specified in writing by the STATE OF MISSISSIPPI, the STATE OF MISSISSIPPI may terminate the Vendor's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or failure to properly perform. In the event of termination in whole or in part, the STATE OF MISSISSIPPI may procure similar supplies or services in a manner and upon terms deemed appropriate by the STATE OF MISSISSIPPI. The Vendor shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (2) Vendor's Dutles. Notwithstanding termination of the Agreement and subject to any directions from the STATE OF MISSISSIPPI, the Vendor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Vendor in which the STATE OF MISSISSIPPI has an interest,
- (3) Compensation. Payment for completed goods or services delivered and accepted by the STATE OF MISSISSIPPI shall be at the Agreement price. The STATE OF MISSISSIPPI may withhold from amounts due the Vendor such sums as the STATE OF MISSISSIPPI deems to be necessary to protect the STATE OF MISSISSIPPI against loss because of outstanding liens or claims of former lien holders and to reimburse the STATE OF MISSISSIPPI for the excess costs incurred in procuring similar goods and services.
- (4) Excuse for Nonperformance or Delayed Performance, Except with respect to defaults of Subcontractors, the Vendor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any fallure by the Vendor to make progress in the prosecution of the work hereunder which endangers such performance) if the Vendor has notified the STATE OF MISSISSIPPI within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the state and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or make progress, and if such failure arises out of causes similar to those set forth above, the Vendor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Vendor to meet the Agreement requirements. Upon request of the Vendor, the STATE OF MISSISSIPPI shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Vendor's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the STATE OF MISSISSIPPI under the clause of this Agreement entitled "Termination for Convenience". As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier.
- (5) Erroneous Termination for Default. If, after notice of termination of the Vendor's right to proceed under the provisions of this clause, if is determined for any reason that the Agreement was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause of this Agreement entitled "Termination for Convenience".

(6) Additional Rights and Remedies. The rights and remedies provided under this clause are in addition to any other rights and remedies provided by law or under this Agreement.

N. STOP WORK ORDER

- (1) Order to stop work. The STATE OF MISSISSIPPI, may by written order to the Vendor at any time, and without notice to any surety, require the Vendor to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Vendor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause: Upon receipt of such an order, the Vendor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed; the STATE OF MISSISSIPPI shall either:
- (a) cancel the stop work order; or,
- (b) ferminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this Agreement.
- (2) Cancellation or Expiration of the Order. If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Vendor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Vendor price, or both, and the Agreement shall be modified in writing accordingly, if:
- (a) the stop work order results in an increase in the time required for, or in the Vendor's cost properly allocable to, the performance of any part of this Agreement; and
- (b) the Vendor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the STATE OF MISSISSIPPI decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.
- (3) Termination of Stopped Work. If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

O. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to this Agreement must be made in writing by the STATE OF MISSISSIPPI and agreed to by the Vendor.

P. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

The STATE OF MISSISSIPPI shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for the Vendor's internal administrative and quality assurance files and internal project correspondence and confidential information such as engineering drawings, specifications, trade secrets, patents, renderings and other background intellectual property. The Vendor shall deliver such documents and work papers to the STATE OF MISSISSIPPI upon termination or completion of the Agreement. The foregoing notwithstanding, the Vendor shall be entitled to retain a set of such work papers for its files. The Vendor shall be entitled to use such work papers only after receiving written permission from the STATE OF MISSISSIPPI and subject to any copyright protections.

Q. INDEMNIFICATION

To the fullest extent allowed by law, the Vendor 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, count costs, investigative fees and expenses, and attorneys! fees, arising out of or caused by the Vendor and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this Agreement. In the State's sofe discretion, the Vendor may be allowed to control the defense of any such claim, suit, etc. In the event the Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the State. Vendor 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. Vendor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

R. THIRD PARTY ACTION NOTIFICATION

The Vendor shall give the STATE OF MISSISSIPPI prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Vendor by any entity that may result in litigation related in any way to this Agreement.

S. FAILURE TO ENFORCE

Failure by the STATE OF MISSISSIPPI at any time to enforce the provisions of the Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Agreement or any part thereof or the right of the STATE OF MISSISSIPPI to enforce any provision at any time in accordance with its terms.

T. PROCUREMENT REGULATIONS

This Agreement shall be governed by the applicable provisions of the Mississippi Procurement Manual, a copy of which is available online at www.dfa.mis.gov

U. REPRESENTATION REGARDING CONTINGENT FEES

The Vendor represents that it has not retained a person to solicit or secure a STATE OF MISSISSIPPI contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fcc, except the authorized dealers' sales persons.

V. REPRESENTATION REGARDING GRATUITIES

The Vendor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

W. PRICE ADJUSTMENT

- (1) Price Adjustment Methods. Any adjustment in Agreement price pursuant to a clause in this Agreement shall be made in one or more of the following ways:
 - (a) By agreement on a fixed price adjustment before commencement of the additional performance;
 - (b) By unit prices specified in the Agreement;

- (c) By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Agreement; or
- (d) By the price escalation clause:
- (2) Submission of Cost or Pricing Data. The Vendor shall provide cost or pricing data for any price adjustments.

X. CHANGE IN SCOPE OF WORK

The STATE OF MISSISSIPPI may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Vendor that the scope of the project or of the Vondor's services has been changed, requiring changes to the amount of compensation to the Vendor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment to the Agreement signed by the STATE OF MISSISSIPPI and the Vendor.

If the Vendor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Vendor, the Vendor must immediately notify the STATE OF MISSISSIPPI in writing of this belief. If the STATE OF MISSISSIPPI believes that the particular work is within the scope of the Agreement as written, the Vendor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Agreement.

Y. CONTRACTOR PERSONNEL

The STATE OF MISSISSIPPI shall, throughout the life of the Agreement, have the right of reasonable rejection and approval of staff or Subcontractors assigned to the work by the Vendor. If the STATE OF MISSISSIPPI reasonably rejects staff or Subcontractors, the Vendor must provide replacement staff or Subcontractors satisfactory to the STATE OF MISSISSIPPI in a timely manner and at no additional cost to the STATE OF MISSISSIPPI. The day-to-day supervision and control of the Vendor's employees and Subcontractors is the sole responsibility of the Vendor.

Z. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this Agreement which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the Agreement shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

AA. TERMINATION UPON BANKRUPTCY

This Agreement may be terminated in whole or in part by the STATE OF MISSISSIPPI upon written notice to Vendor, if Vendor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Vendor of an assignment for the benefit of its creditors. In the event of such termination, Vendor shall be entitled to recover just and equitable compensation for satisfactory work performed under this Agreement, but in no case shall said compensation exceed the total Agreement price.

Cooperative Contracts -- January 1, 2017

Machine	Non
Machine	New
Model*	Equipment
2017	Discount to Customer (Off List Price)
Pavers	
AP255	16.00%
AP300	16.00%
AP355	16.00%
AP500	16.00%
AP555	16.00%
AP600	16.00%
AP655	16.00%
AP1000	16.00%
AP1055	16.00%
Rollers	
CB7	16.00%
CB8	16.00%
CB10	16.00%
CB14	16.00%
CB22	16.00%
CB24	16.00%
CB32	16.00%
CB34	16.00%
CB36	16.00%
CB44	16.00%
CB46	16.00%
CB54	16.00%
CB64	16.00%
CB66	16.00%
CB68	16.00%
CC24	16.00%
CC34	16.00%
CD8	16.00%
CD10	16.00%
CD44	16.00%
CD54	16.00%
CP34	14.00%
CP44	14.00%
CP54	14.00%
CP56	14.00%
CP68	14.00%
CP74	14.00%
CS34	14.60%
CS44	14.00%
CS54	14.00%
CS56	14.00%
CS64	14.00%
CS68	14.00%
CS78	14.00%
CW14	16.00%
CW16	16.00%
CW34	16.00%

*Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

W	<u>'</u>	ca	ti	^	ns	ı	Tru	^	kc

CT660	23.00%
CT680	23.00%
CT681	23.00%

Track Type Tractors

D3	25.00%
D4	25.00%
D5	25.00%
D3 D4 D5 D6	24.00%
D7	22.00%
D8	22.00%
D9	10.00%

Wheeled Excavators

M314F	30.00%
M315F	30.00%
M316F	30.00%
M317F	30.00%
M318F	30.00%
M320F	30.00%
M322F	30.00%

Cold Planers

PM102	14.00%
PM620	14.00%
PM622	14.00%

Reclaimers

RM300	14.00%
RM500	14.00%

Telehandlers

TH255	26.00%
TH306	26.00%
TH3510	26.00%
TH406	26.00%
TH407	26,00%
TH514	26.00%
TL642	26.00%
TL943	26.00%
TL1055	26.00%
TL1255	26.00%

Motor Graders

12	33.00%
120	37.00%
140	33.00%
160	33.00%
14	23.00%

Skid Steer Loaders

226	25.00%
232	25.00%
236	25.00%
242	25.00%
246	25.00%
246 262 272	25.00%
272	25.00%

Multi-Terrain Loaders

257	25.00%
277	25.00%
287	25.00%
297	25.00%

Compact Track Loaders

239	25.00%
249	25.00%
259 279	25.00%
279	25.00%
289	25.00%
299	25.00%

Excavators

Excavators	
300.9	24.00%
301.4	24.00%
301.7	24.00%
302.4	24.00%
302.7	24.00%
303	24.00%
303.5	24.00%
304	24.00%
304.5	24.00%
305	24.00%
305.5	24.00%
307	24.00%
308	24.00%
311	24.00%
312	21.00%
313	21.00%
313GC	21.00%
315	25.00%
316	25.00%
318	22.00%
320	18.00%
321	18.00%
323	18.00%
325	18.00%
326	18.00%
329	18.00%
330	18.00%
335	18.00%
336	18.00%
349	12.00%
352	12.00%
374	12.00%

Backhoe Loaders

415	24.00%
416	24.00%
420	24.00%
430	24.00%
450	24.00%

Site Prep Tractor

1	586C	20.00%

Wheel Tractor Scrapers

621	16.00%
623	17.00%
627	16.00%

Articulated Trucks

725	14.00%
730	14.00%
735	14.00%
740	14.00%
745	14.00%

Rigid Frame Trucks

770	10.00%
773	10.00%

Landfill Compactors

816	14.00%
826	14.00%
836	14.00%

Wheel Dozers and Soil Compactors

814	15.00%
815	15.00%
824	15.00%
825	15.00%

Wheel Loaders

Witeel Loadel2	
903	25.00%
906	25.00%
907	25.00%
908	25.00%
910	25.00%
914	25.00%
918	26.00%
924	26.00%
926	26.00%
930	26.00%
938	26.00%
950GC	26.00%
950M	24.00%
962	24.00%
966	21.00%
972	16.00%
980	12.00%
982	12.00%

Track Loaders

953	20.00%	
963	23.00%	
973	23.00%	

Worktools	15.00%

1	
Caterpillar Safety	
Services	15.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume





Cat® CB66B, CB68B TANDEM VIBRATORY ROLLERS

Top Features

The CB66B and CB68B are 13 to 14 metric ton compactors with 2130 mm (84") tandem vibratory drums. These large models deliver excellent mat densities, good visibility and comfort, fuel efficiency with Eo-mode, and an industry-leading water spray system.

- Exceptional Visibility and Control with hand-wheel steering, touchpad machine functions, LCD display, and 180° seating option help keep operators engaged.
- Smooth and Quiet Powertrain with C4.4 engine that meets emissions equivalent to U.S. EPA Tier 3 and EU Stage IIIA emissions standards. Eco-mode, automatic engine speed control, and the auto-vibe features help provides reliable control.
- Simple Vibratory Systems include the high-impact 5-amplitude system, two amplitude/two frequency system, or the highly versatile Versa-Vibe system. These versatile options are able to match thick or thin lifts as well as various paving speeds.
- Cat Compaction Control keeps the operator informed for higher performance and efficiency. Infrared temperature sensors combined with mapping keep the operator informed of when optimal temperatures exist and where compaction has taken place. Temperature Mapping records data for future analysis, while Pass-Count Mapping keeps the operator informed of where mat coverage has taken place and the number of passes made.
- Industry-Leading Water Spray System features a single fill point, dual water pumps, dual spray bars, triple filtration, intermittent operation and high capacity for optimal performance. An optional freeze protection kit offers protection in cold temperatures.
- Best Lifetime Value with Eco-mode operation that conserves fuel, while oil-bath lubrication and 3 yr/3000 hr vibratory drum service interval extends operation and minimizes life-time operating costs.

Specifications

Weights

CB66B Operating Weight with	ROPS/FOPS/C	ANDPY	
Standard machine		13 180 kg	29,057 lb
Maximum machine		14 780 kg	32,584 lb
Static linear load		30.5 kg/cm	171 lb/in
CB68B Operating Weight with	ROPS/FOPS/C	ANOPY	
Standard machine		14 180 kg	31,262 lb
Maximum machine		15 780 kg	34,789 lb
Static linear load		32.9 kg/cm	184 lb/in

Standard Equipment

- · 5-Amplitude Vibe System
- 12-Volt Electrical System
- · 120 Amp Alternator
- . 1000 L (264 gal) Water Tank Capacity
- · Automatic Speed Control
- Automatic Traction Control
- Automatic Vibratory Control
- · Eco-mode
- · Front and Rear Solid Drums
- · Locking Engine Compartment
- Mirrors
- · Roading Lights
- ROPS/FOPS Platform
- · Sealed Pod Vibratory System
- · Solid Drums
- Suspension Seat
- Triple-Filtered Water Spray System with Plastic Spray Nozzles
- · Two-Speed Hydrostatic Transmission
- · Working Lights

Engine - Powertrain

Engine Model	Cat C4.4 with	ACERT™ Tecl	hnology
* Meets emissions equivalent to L	J.S. EPA Tier 3, EU Sta	ge IIIA, and China S	tage III.
Gross Power:	106 kW	142 hp (I)	144 hp (m)
Number of Cylinders	4		125000 10
Rated Speed	2200 rpm		
Eco-mode	Variable on o	demand	
Bore	105 mm	4.13"	
Stroke	127 mm	5"	
Speed Ranges:			
Low	0 - 7 km/hr	4.5 mph	
High	0 - 13 km/hr	8 mph	
Steering (Inside)	4.265 m	(14')	
Articulation Angle	36°	(15), US	

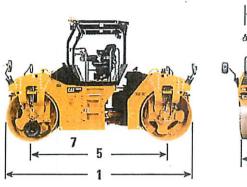
Service Refill Capacities

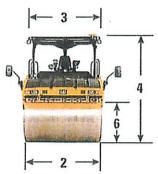
Fuel Tank	250 L	66 gal
Fuel Usage (50% duty)	12 h	ours
Cooling System	· 21 L	5.5 gal
Engine Oil	8.1 L	2.1 gal
Hydraulic Tank	36 L	9.5 gal
Water Tank	1000 L	264 gal



CB66B, CB68B Tandem Vibratory Rollers

Dimensions





1 Overall Length	4742 mm	15' 6"
2 Drum Width	2130 mm	84"
Drum Offset	170 mm	6"
Drum Shell Thickness	17 mm	0.67"
Drum Diameter	1300 mm	51"
3 Overall width at ROPS	2325 mm	7' 8"
4 Height at ROPS/FOPS/Cab	3068 mm	10'
with Product Link™	3090 mm	10' 2"
5 Wheelbase	3450 mm	11' 3"
6 Curb Clearance	723 mm	28"
7 Ground Clearance	292 mm	11.5"

Vibratory Systems

Frequency - Hz (vpm)	42	(2520)
Amplitude - mm (in)	high	1.03	(0.041)
	medium high	0.95	(0.037)
,,, , , , , , , , , , , , , , , , , ,	medium	0.83	(0.033)
	medium low	0.65	(0.026)
	low	0.41	(0.016)
Centrifugal Force (hig	h) – kN (lbF)	138.2	(31,069)
Centrifugal Force (lov	v) – kN (lbF)	55.2	(12,409)

Versa-Vibe™

Frequency – Hz (vpm)	42	(2520)
Amplitude - mm (in) high	0.67	(0.030)
low	0.57	(0.026)
Centrifugal Force (high) - kN (lbF)	88.8	(19,963)
Centrifugal Force (low) – kN (lbF)	75.4	(16,950)
Frequency – Hz (vpm)	63.3	(3800)
Amplitude - mm (in) high	0.34	(0.016)
low	0.26	(0.012)
Centrifugal Force (high) - kN (lbF)	103.3	(23,222)
Centrifugal Force (low) - kN (lbF)	77.5	(17,422)

Two Amplitude, Two Frequency

Frequency – Hz (vpm)	42	(2520)
Amplitude - mm (in) high	0.66	(0.030)
Centrifugal Force (high) - kN (lbF)	76.3	(16,479)
Frequency – Hz (vpm)	63.3	(3800)
Amplitude - mm (in)	0.23	(0.010)
Centrifugal Force (low) - kN (lbF)	87.2	(19,603)

Optional Equipment

- 360° Rotating Seat
- · Accelerometer Ready Kit
- · Air Conditioning
- · Air Suspension Seat w/Heat
- · Bio-Degradeable Oil
- Cat Compaction Control
- Infrared Temperature Gauge
- Temperature Mapping
- Pass-count Mapping
- Drum Covers
- Edge Cutter

- Freeze Protection Kit
- · Halogen Lights w/Drum Edge Lights
- Heated Seat

- High Intensity Discharge (HID) Lights w/Drum Edge Lighting
- Mirrors
- · Offset Hitch
- Premium Water Spray Nozzles
- · Product Link
- · Recording Module (cab only)
- · Roading Lights
- ROPS/FOPS Cab
- Two Amplitude/Two Frequency Vibratory System
- Versa Vibe Vibratory System
- · Warning Beacon
- Water Distribution Mats (cocoa)
- · Water Distribution Mats (rubber)

Two Amplitude Two Frequency

Frequency – Hz (vpm)	46	(2800)
Amplitude – mm (in) high	0.65	(0.026)
Centrifugal Force (high) – kN (lbF)	107.6	(24,189)
Frequency – Hz (vpm)	56.6	(3400)
Frequency – Hz (vpm) Amplitude – mm (in)	0.25	(0.010)

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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QEHQ1969 (10-15)



In the Matter of Accepting Low Bid for Lease Purchase of Roller

WHEREAS, the Board has previously taken under advisement, bids received on January 4, 2000, for the purchase/lease purchase of a Steel Wheel Roller for the Road Department, as follows:

Tubb Equipment - \$ 83,222.00 each Puckett Machinery - \$ 95,995.00 each

Following review and discussion, Mr. W. T. (Bill) Banks did move and Mr. Sharpe did second to accept the low bid of Tubb Equipment for the lease purchase of One (1) Steel Wheel Roller in the amount of \$83,222.00, such equipment being lease purchased over a thirty six month period at a 5.19 % interest rate through First Continental Leasing. Vote on the matter being as follows:

Supervisor W. T. (Bill) Banks - District I voted: aye Supervisor Marc Sharpe - District II voted: aye Supervisor David Richardson - District III voted: aye Supervisor Karl M. Banks - District IV voted: absent Supervisor Paul Griffin - District V voted: aye

The motion having received the affirmative vote of the Board members present, was declared by Mr. David H. Richardson, President of said Board, as being duly carried on this the 10th day of January, 2000.