



## PURCHASING DEPARTMENT

Madison County Board of Supervisors  
146 West Center Street  
Canton, MS 39046 / 601-855-5534  
[kesha.buckner@madison-co.com](mailto:kesha.buckner@madison-co.com)

February 18, 2020

**To:** Board of Supervisors  
**From:** Kesha Buckner, Purchasing Clerk *KB*  
**Subject:** Purchase of Paving Machine

Attached are copies of (2) quotes for purchasing a paving machine for Madison County Road Department. Quotes were received from Scott Equipment Company/Volvo and Puckett Equipment/CAT. These quotes are submitted as part of the cooperative purchasing agreement that the Department of Finance & Administration makes available to counties.

I recommend purchase of the Volvo Paving machine – Volvo 5110B Track Paver using Sourcewell pricing from the DFA negotiated contract. This is the lowest of the two quotes.

Road Manager Cornelius Bacon has reviewed the specifications of this machine.

# Puckett



# MACHINE SALES QUOTATION

Jackson (601) 969-6000  
 Gulfport (228) 832-1711  
 Natchez (601) 442-1633  
 Meridian (601) 483-4511  
 Hattiesburg (601) 268-2000  
 Brookhaven (601) 833-5115

\_\_\_\_\_ of \_\_\_\_\_ pages

<b>Customer No:</b>	
<b>Company Name:</b>	MADISON COUNTY
<b>Contact:</b>	CORNELIUS BACON
<b>Phone No:</b>	

<b>Quote No:</b>	
<b>Date:</b>	1/15/2020
<b>Salesman:</b>	
<b>Machine Model:</b>	AP655F
<b>Serial No:</b>	
<b>P. O. No:</b>	

QTY	DESCRIPTION	PRICE
NEW	AP655F CATERPILLAR ASPHALT PAVER  MOBIL-TRAC UNDERCARRIAGE 70 KW GENERATOR SONIC FEED SENSORS WASH DOWN SYSTEM 4 PUMP FEEDER SYSTEM 18 INCH EXTENSIONS MAIN FRAME EXTENSIONS WORK LIGHTS AUTO FILL FEEDER SYSTEM DECELERATOR PEDAL TRUCK HITCH, 1', 1.5'AND 2' EXTENSIONS W/HEAT SE8F 8 FOOT SCREED 2 YEAR OR 1000 FULL WARRANTY  SOURCEWELL 032575-CAT, MS STATE CONTRACT 5430	396,652.00
<b>Total</b>		

THIS QUOTE IS VALID FOR 30 DAYS  
 PRODUCT AVAILABILITY  
 \_\_\_\_\_ DAYS

Accepted by: \_\_\_\_\_



# Quote Valid for 90 days

**Contract:**  
032119-  
VCE

**Date:**  
01/14/2020

<b>Buying Agency:</b>	Madison County	<b>Contractor:</b>	Scott Equipment Company
<b>Contact Person:</b>	Cornelius Bacon	<b>Prepared By:</b>	Morgan McNeely
<b>Phone:</b>	601-832-3103	<b>Phone:</b>	601-953-1506
<b>Email:</b>	<a href="mailto:cbacon@madison-co.com">cbacon@madison-co.com</a>	<b>Email 1:</b>	<a href="mailto:mmcneely@scottcompanies.com">mmcneely@scottcompanies.com</a>

<b>Sourcewell Product Code</b>	K
<b>General Description of Product:</b>	Volvo 5110B Track Paver

**A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary**

Quan	Description	Unit Pr	Total
1	Volvo 5110B Track Paver with Volvo D6J/EPA Tier 4 Final 173 HP Engine	\$386,690	\$386,690
	Ultimat 160 screed with no Berm Option installed		
	Includes 24 Month Warranty		
	See next page for machine specs		
<b>Subtotal A:</b>			\$386,690

**B. Sourced and/or UnSourced Contracted Items**

Quan	Description	Unit Pr	Total
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
<b>Subtotal B:</b>			\$0

**C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

<b>Freight</b>	\$450	
<b>PDI</b>	\$1,500	
<b>Dealer Set Up/ Start Up</b>	\$3,000	
<b>Special Demo Discount</b>	-\$18,000	
	\$0	
<b>Subtotal C:</b>		-\$13,050

<b>Delivery Date:</b>		<b>D. Total Purchase Price (A+B+C):</b>	\$373,640
-----------------------	--	---	-----------



\*Only equipment that is sold by more than one vendor will be considered contract items. If a governmental entity wishes to purchase a piece of equipment from this contract, they will be required to receive quotes from each vendor that sells that piece of equipment. They must take low quote. If the item cost is more than \$50,000 and they do not wish to take low quote, normal purchasing procedures must be used for the purchase. items included on this contract: Excavators, Landfill Compactors, Paver, Skid Steer Loaders, Wheeled Loaders.

Sourcewell Heavy Equipment Contract  
Effective Discounts off List

MODEL: Volvo Pricing Catalog Product Code	2018 Sourcewell % Discount off List
<b>Hydraulic Crawler Excavators Small - A</b>	
EC20D	35.4%
EC27D	35.4%
EC35D	35.4%
EC60E	36.1%
ECR25D	35.4%
ECR40D	35.4%
ECR58D	36.1%
ECR88D	36.1%
EW60E	36.9%
<b>Excavators - B</b>	
EC140EL	40.6%
EC160EL	40.6%
EC220EL	40.6%
EC220ELR	40.6%
EC250EL	40.6%
EC250ELR	40.6%
EC300EL	40.6%
EC300ELR	40.6%
EC350EL	40.6%
EC380EHR	38.4%
EC380EL	38.4%
EC380ELR	38.4%
EC480EHR	38.4%
EC480EL	38.4%
EC480ELR	38.4%
EC750EL	38.4%
ECR145EL	38.4%
ECR235EL	38.4%
ECR355EL	38.4%
<b>Wheeled Hydraulic Excavators - C</b>	
EWR150E	40.6%
EWR170E	40.6%
EW160E	40.6%
EW180E	40.6%
EW220E	40.6%
EW240EMH	40.6%
<b>Wheel Loaders - D</b>	
L60H	42.9%
L70H	42.9%
L90H	42.9%
L110H	42.1%
L120H	42.1%
L150H	39.9%
L180H	35.4%
L180HH	35.4%
L220H	35.4%
L260H	35.4%
L350H	35.4%
<b>Compact Wheel Loaders - E</b>	
L20HS	36.1%
L25HS	36.1%
L30GS	36.1%
L35GS	36.1%
L45H	36.9%
L50H	36.9%

MODEL: Volvo Pricing Catalog Product Code	2018 Sourcewell % Discount off List
<b>SkidSteer Loaders - G</b>	
MC70C	36.9%
MC85C	36.9%
MC105C	36.9%
MC110D	39.1%
MC115D	39.1%
MC135D	39.1%
MCT85C	36.9%
MCT110D	39.1%
MCT125D	39.1%
MCT135D	39.1%
<b>Pavers - K</b>	
PF4410B	36.1%
P7110B	36.1%
P7170B	36.1%
P5110B	36.1%
<b>Landfill Compactor - L</b>	
LC450H	24.9%



**SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM**

**Section 1. Instructions for Vendor**

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this Sourcewell Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the Sourcewell Procurement Department and to approval by Sourcewell’s Chief Procurement Officer. Submit request through email to your assigned Sourcewell Contract Administrator.

Sourcewell will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of Sourcewell and Sourcewell Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following Sourcewell product/price change naming convention: (Vendor Name) (Sourcewell Contract #) (effective pricing date); for example, “Acme Widget Company #012416-AWC eff. 01-01-2017.”

*NOTE:* New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new “effective date” on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

**ADDITIONS.** New products and related services may be added to a contract if such additions are within the scope of the original RFP.

**DELETIONS.** New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

**PRICE CHANGES:** Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

*Price decreases:* Sourcewell expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

*Price increases:* Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete “Pricing” details.

**Section 2. Vendor Name and Type of Change Request**

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: Volvo Construction Equipment

- Adding Products/Services
- Deleting Products/Services
- Price Increase
- Price Decrease

SOURCEWELL CONTRACT NUMBER: 032119-VCE



**SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM**

---

**Section 3. Detailed Explanation of Need for Changes**

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Adding P5110B and P5170B to Paver Category K

Provide a general statement and documentation explaining the reasons for these price and/or product changes.  
*EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."*

N/A

If adding products, state how these are within the scope of the original RFP.

- New models are within existing Paver product category that has already been accepted in to scope of this contract. Please see attached updated Product Matrix.



**SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM**

If changing prices or adding products or services, state how the pricing is consistent with existing Sourcewell contract pricing.

Products and pricing are consistent with previously established Sourcewell pricing and discounts as illustrated in the attached Product Matrix.

**Section 4. Complete Restatement of Pricing Submitted**

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the assigned Sourcewell Contract Administrator.

Yes       No

**Section 5. Signatures**

*Kathy Tedone*

12/4/19

Vendor Authorized Signature

Date

**Kathy Tedone**

Print Name and Title of Authorized Signer

DocuSigned by:  
*Jeremy Schwartz*  
Jeremy Schwartz, Sourcewell Director of Operations and Procurement/CPO

12/8/2019 | 9:22 PM CST

Date



## NJPA PROGRAM AGREEMENT

This National Joint Powers Alliance® (NJPA) Program Agreement ("Program Agreement") by and between State of Mississippi ("Buyer") and Volvo Construction Equipment North America, LLC ("Volvo") is made effective as of October 1, 2017 (the "Program Agreement Effective Date") and is attached to and governed by the NJPA Agreement(s) specifically marked and identified in Section 2.2 below ("NJPA Agreement(s)") between Volvo and NJPA. Buyer and Volvo are collectively referred to herein as the "Parties". All capitalized terms used herein shall have the meaning assigned to them in the NJPA Agreement unless otherwise defined herein.

**WHEREAS**, Buyer, a member of NJPA (as defined below), and Volvo desire to enter into this Program Agreement pursuant to which Buyer may participate in the NJPA Program to purchase Products (as defined below).

**NOW, THEREFORE**, 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:

**1.0 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, Volvo agrees to offer Buyer the option to enter into a separate agreement with Volvo only, provided, however, Volvo and Buyer mutually agree upon the terms and conditions of such separate agreement.

### **2.0 Definitions.**

2.1 **NJPA.** The National Joint Powers Alliance® is a public agency serving as a national government/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 Volvo to NJPA members that are included in the NJPA purchasing program for construction and agricultural equipment pursuant to RFP award #032515- VCE as amended from time to time or any future equivalent IFB/RFP for construction and agricultural equipment awarded to Volvo.

2.3 **Products.** All construction and agricultural equipment items included in the NJPA Program that Buyer purchases or may purchase from Volvo; 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:

3.1 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;
- 3.3 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
- 3.4 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.
- 5.0 **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 **Termination.** 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.

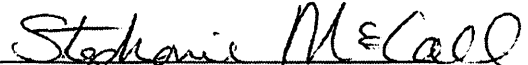
**STATE OF MISSISSIPPI**

**VOLVO CONSTRUCTION EQUIPMENT  
NORTH AMERICA, LLC**

By its authorized agent:

By its authorized agent:

  
(Signature)

  
(Signature)

Name: Ross Campbell

Name: Stephanie McCall

Title: Director – DFA OPTFM

Title: Director Government Channel Sales & Marketing

Date: 10/6/17

Date: October 4, 2017

**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

**Address for Notices:**

Volvo Construction Equipment North America  
Government Sales Department  
312 Volvo Way  
Shippensburg, PA 17257  
ATTN: Stephanie McCall  
Direct Office: 717-530-6160  
Facsimile: 717-530-6622  
Email: stephanie.mccall@volvo.com

**Exhibit A  
STATE OF MISSISSIPPI  
TERMS AND CONDITIONS**

**A. PRECEDENCE**

These STATE OF MISSISSIPPI (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 MISSISSIPPI 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 local 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 deemed 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.

#### **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 redacted.

#### **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 electronic 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 hereunder 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 oral or written, by the Vendor with respect to third parties shall be binding on the STATE OF MISSISSIPPI. 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 OF 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 STATE OF MISSISSIPPI may direct the Vendor to assign the Vendor's right, title, and interest under terminated orders or subcontracts to the STATE OF MISSISSIPPI. 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 Duties. 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 failure 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, it 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) terminate 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. 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, court 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 sole 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. RECOVERY OF MONEY**

Whenever, under the Agreement, any sum of money shall be recoverable from or payable by the Vendor to the STATE OF MISSISSIPPI, the same amount may be deducted from any sum due to the Vendor under the Agreement or under any other Agreement between the Vendor and the STATE OF MISSISSIPPI. The rights of the STATE OF MISSISSIPPI are in addition and without prejudice to any other right the STATE OF MISSISSIPPI may have to claim the amount of any loss or damage suffered by the STATE OF MISSISSIPPI on account of the acts or omissions of the Vendor.

**T. 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.

**U. 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.ms.gov](http://www.dfa.ms.gov)

**V. 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 fee, except as disclosed in the Vendor's bid or proposal.

**W. 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*.

**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 Vendor'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.



# *STATE OF MISSISSIPPI*

CONTRACT NUMBER  
8200037027

VOLVO CONSTRUCTION EQUIPMENT 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

**VOLVO CONSTRUCTION EQUIPMENT COOPERATIVE  
and  
THE STATE OF MISSISSIPPI**

---

**SCOPE:** Cooperative Contract for Construction Equipment

**CONTRACT NUMBER:** 8200037027

**EFFECTIVE DATES:** December 1, 2018 - May 20, 2020

**CONTACTS:**

**State of Mississippi**

Steve Tucker

Director of Marketing and Audit

[Stephen.Tucker@dfa.ms.gov](mailto:Stephen.Tucker@dfa.ms.gov)

(601) 359 - 3107

**Volvo Construction Equipment Contract Administrator:**

Kathy Tedone

Phone: 828-337-3722

Email: [kathy.tedone@consultant.volvo.com](mailto:kathy.tedone@consultant.volvo.com)

Website: [www.volvocegovernment.com](http://www.volvocegovernment.com)

Volvo Construction Equipment is a leading global supplier of quality equipment and services for all phases of roadway construction and rehabilitation, road maintenance and general construction. Its products include a comprehensive range of wheel loaders, hydraulic excavators, articulated haulers, soil and asphalt compactors, pavers, skid steer loaders, compact wheel loaders, and compact excavators. Volvo machines are manufactured, serviced and supported across the globe; with a strong network of North American dealers and a \$100 million North American production facility located in Shippensburg, Pennsylvania.

For more information regarding Volvo Construction Equipment's products and services, please visit: [www.volvocegovernment.com](http://www.volvocegovernment.com). Visit our Contracts and our About Us pages to learn more about our current buying contracts, upcoming tradeshow events, news, and customer success stories.

For information and pricing, please visit the Volvo Dealer Locator to find the local dealer closest to you.

We have established an agreement with Sourcewell to allow purchases from their cooperative contract with Volvo Construction Equipment 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.

\*Only equipment that is sold by more than one vendor will be considered contract items. If a governmental entity wishes to purchase a piece of equipment from this contract, they will be required to receive quotes from each vendor that sells that piece of equipment. They must take low quote. If the item cost is more than \$50,000 and they do not wish to take low quote, normal purchasing procedures must be used for the purchase.