




PURCHASING DEPARTMENT

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

October 18, 2021

To: Board of Supervisors
From: Kesha Buckner, Purchasing Clerk 
Subject: Request Purchase of Caterpillar Excavator & Dozer – Road Department

Attached are two quotes for acquisition of (1) excavator and (1) dozer with funds from the Madison County Road Department. The quotes were received from Puckett, and are submitted using the cooperative purchasing agreement that the Department of Finance & Administration makes available to counties.

I recommend purchase of (1) Caterpillar Excavator – 320-07 Nex Gen Excavator (Model Year 2021) and (1) Caterpillar Dozer – D5-17 Track Type (Model Year 2021).

Road Manager Cornelius Bacon has requested this acquisition after review of the specifications and prices of the Caterpillar Excavator and Dozer.

Puckett



MACHINE SALES QUOTATION

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

1 of 1 pages

Customer No:	
Company Name:	Madison County
Contact:	Cornelius Bacon
Phone No:	

Quote No:	
Date:	10/1/2021
Salesman:	K. Ferguson
Machine Model:	320-07 NG
Serial No:	TBD
P. O. No:	

QTY	DESCRIPTION	PRICE
1	NEW CATERPILLAR 320-07 NEX GEN EXCAVATOR	\$ 265,111.00
	SOURCEWELL 15%	\$ (39,766.65)
	FREIGHT	\$ 2,200.00
	5 YR/5,000 HR POWERTRAIN/HYD/TECH WTY	\$ 2,640.00
	HYD THUMB	\$ 8,736.00
	TOTAL	\$ 238,920.35
	PUCKETT DISCOUNT	\$ (17,208.35)
	Contract #8200036742	
	Sourcewell Contract #032119-CAT	
Total		\$ 221,712.00

THIS QUOTE IS VALID FOR 30 DAYS
PRODUCT AVAILABILITY
_____ DAYS

Accepted by: _____

**MACHINE SALES
QUOTATION**

(601) 969-6000
 (228) 832-1711
 (601) 442-1633
 (601) 483-4511
 (601) 268-2000
 (601) 833-5115
 pages

Customer No:	
Company Name:	Madison County
Contact:	Cornelius Bacon
Phone No:	

10/1/2021
 K. Ferguson
 315-07
 TBD

QTY	DESCRIPTION		PRICE
1	597-0801	320 07D HEX AM-N DCA1R	\$ 253,160.00
1	547-3690	320 07 EXCAVATOR ARRANGEMENT	\$ -
1	578-6723	COMMON ARRANGEMENT	\$ -
1	507-4794	FRAME, SWING, SEMI HD	\$ -
1	575-2658	COUNTERWEIGHT, 4.2MT(9,260lb)	\$ -
1	577-2733	BEARING, SWING, STD	\$ -
1	573-5697	UC, LONG W/HD ROLLER	\$ -
1	577-5863	BOOM, REACH 5.7M(18'8")	\$ -
1	490-7673	STICK, R2.9M (9'6")	\$ -
1	492-8537	LINKAGE, BKT, B1 W/EYE GRADE	\$ -
1	494-4985	CYLINDER, BOOM	\$ -
1	586-3636	CYLINDER, STICK	\$ -
1	490-4179	CYLINDER, BKT, B1	\$ -
1	516-9880	GRADE SENSOR, REACH BOOM	\$ -
1	516-9883	GRADE SENSOR, R2.9M(9'8")/2.95(9'8") STICK	\$ -
1	513-3210	BOOM TUBE W/EOU	\$ -
1	489-2950	LINES, FRONT, STD	\$ -
1	513-3214	SENSOR, PRESSURE, EOU	\$ -
1	597-0797	HYDRAULIC PKG, COMB ADV	\$ -
1	VALVE, H	YDRAULIC, TCS, HL	\$ -
1	LINES, M	AKE UP, TCS	\$ -
1	RETURN P	IPE, TCS/TCS MP	\$ -
1	CIRCUIT,	COMBINED, ADV	\$ -
1	528-6835	JOYSTICKS, SLIDER	\$ -
1	517-4758	CONTROL, QC	\$ -
1	578-9186	LINES, HP, REACH BOOM	\$ -
1	570-4691	LINES, QC, REACH BOOM	\$ -
1	356-8117	LINES, HP, R2.9M(9'8") STICK	\$ -
1	242-6490	LINES, QC, R2.9M(9'8") STICK	\$ -
1	546-0101	CAB, DELUXE	\$ -
1	577-7865	LINES, AIR CONDITIONER	\$ -
1	484-8021	WIPER, RADIAL W/O LOWER	\$ -
1	511-9428	MONITOR, 10"	\$ -
1	502-7166	INTEGRATED RADIO, W/O DAB	\$ -
1	490-7715	PEDAL, STRAIGHT TRAVEL	\$ -
1	521-3306	TRACK, 790MM (31") TG	\$ -
1	561-1743	SWING DRIVE	\$ -

1	578-1166	CAMERA, 360 VISIBILITY	\$	-
1	580-8628	MIRROR, CAB, W/O GUARD, W/360	\$	-
1	592-8316	ALARM, TRAVEL	\$	-
1	508-9617	HANDHOLDS, RAD COMPARTMENT	\$	-
1	525-7678	MACHINE ECM	\$	-
1	490-4847	COOLING, HIGH AMBIENT	\$	-
1	506-5013	BATTERIES, 2	\$	-
1	511-5861	STARTING AID, ETHER	\$	-
1	577-3907	LIGHTS, CHASSIS	\$	-
1	577-8973	LIGHTS, CAB, W/RAIN PROTECTOR	\$	-
1	579-5428	LIGHTS PKG, BOOM LH & RH	\$	-
1	LIGHT, B	OOM LH	\$	-
1	LIGHT, B	OOM RH	\$	-
1	594-2025	WIRING, PRODUCT LINK ELITE	\$	-
1	589-1744	RADIO MODULE, PL243 CELLULAR	\$	-
1	555-7286	NETWORK MANAGER, STD	\$	-
1	516-0550	GRADE W/2D, ASSIST&PAYLOAD	\$	-
1	526-8766	GUARD, TRACK GUIDE, SEGMENTED	\$	-
1	576-9411	GUARD, BOTTOM, STD	\$	-
1	488-9287	GUARD, TRAVEL MOTOR, STD	\$	-
1	134-8875	GUARD, SWIVEL	\$	-
1	489-2952	SUCTION LINE, PUMP, STD	\$	-
1	549-8149	LINES, DRAIN, PG QUICK COUPLER	\$	-
1	493-9765	FINE SWING	\$	-
1	576-9463	STORAGE TRAY	\$	-
1	490-7705	QUICK DRAINS READY	\$	-
1	578-2907	DECALS, EXTERIOR, ANSI	\$	-
1	573-4351	DECALS, CAB, ANSI	\$	-
1	567-3816	DECAL, ROPS	\$	-
1	567-3815	DECALS, STICK WARNING, ANSI	\$	-
1	520-9418	FILM, OPERATING PATTERN, 2WAY	\$	-
1	528-4738	FILM, EMC	\$	-
1	0P-9002	LANE 2 ORDER	\$	-
1	0P-3380	INSTRUCTIONS, ENGLISH	\$	-
1	552-8240	BKT HD 48" 1.56YD3 B	\$	9,639.00
1	357-2698	SIDECUTTERS, HEAVY DUTY	\$	1,188.00
1	505-4097	TIP, PENETRATION PLUS ADVANSYS	\$	660.00
1	0G-4126	STORAGE PROTECTION (EXPORT)	\$	278.00
1	0P-7563	STORAGE PROTECTION (EXPORT)	\$	44.00
1	0G-4202	ROLL ON-ROLL OFF	\$	142.00
Total			\$	265,111.00

THIS QUOTE IS VALID FOR 30 DAYS

PRODUCT AVAILABILITY

_____ DAYS

Accepted by: _____

Puckett



MACHINE SALES QUOTATION

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

1 of 1 pages

Customer No:	
Company Name:	Madison County
Contact:	Cornelius Bacon
Phone No:	

Quote No:	
Date:	10/1/2021
Salesman:	K. Ferguson
Machine Model:	D5-17
Serial No:	TBD
P. O. No:	

QTY	DESCRIPTION	PRICE
1	NEW CATERPILLAR D5-17 TRACK TYPE TRACTOR	\$ 386,731.00
	SOURCEWELL 23%	\$ (88,948.13)
	FREIGHT	\$ 2,800.00
	3 YR/5,000 HR POWERTRAIN WTY	\$ 6,760.00
	SWEEPS	\$ 5,029.00
	TOTAL	\$ 312,371.87
	PUCKETT DISCOUNT	\$ (12,762.87)
	Contract #8200036742	
	Sourcewell Contract #032119-CAT	
Total		\$ 299,609.00

THIS QUOTE IS VALID FOR 30 DAYS
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Accepted by: _____

Puckett**MACHINE SALES
QUOTATION**

Flowood (601) 969-6000
 Hattiesburg (228) 832-1711
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 Brookhaven (601) 483-4511
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_____ 1 _____ of _____ 1 _____ pages

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Date:	10/1/2021
Salesman:	K. Ferguson
Machine Model:	D5-17
Serial No:	TBD
P. O. No:	

QTY	DESCRIPTION	PRICE
1	510-7536 D5 LGP VPAT TRACTOR	\$ 14,980.00
1	550-5590 REGIONAL PACKAGE AM-N	\$ -
1	532-9785 CONFIGURATION 17B; VPAT; HRC	\$ 339,380.00
1	532-9793 STANDARD DUTY PACKAGE	\$ -
1	510-9718 FINAL DRIVE; LGP; 85"	\$ -
1	575-9709 ENGINE	\$ -
1	521-4270 AIR CLEANER; STANDARD	\$ -
1	523-9391 UC; LGP; HDXL	\$ -
1	575-7738 TRACK; 33"; ES; LGP; HDXL	\$ 1,645.00
1	565-5309 NO REAR HYDRAULIC PACKAGE	\$ -
1	510-1530 FAN; STANDARD	\$ -
1	510-1531 RADIATOR; STANDARD HRC	\$ -
1	550-5561 BATTERY; STANDARD PACKAGE	\$ -
1	575-5507 LIGHTS; 6; LED; VPAT	\$ 660.00
1	583-9463 CAB; PREMIUM	\$ 3,230.00
1	505-5307 GRAB HANDLES; LGP; VPAT	\$ -
1	470-7252 SEAT; STANDARD	\$ -
1	579-5779 PREMIUM CORP RADIO (12V)	\$ 575.00
1	577-8623 REAR CAMERA	\$ 525.00
1	543-1114 FLOOR; CAB; PREMIUM	\$ 253.00
1	575-9698 AIR CONDITIONING; QUICK DISC	\$ -
1	441-9252 AIR FILTER; CAB	\$ -
1	587-7162 ARO W/ ASSIST	\$ 8,660.00
1	435-5759 JOYSTICK; ARO/GRADE; VPAT	\$ -
1	550-5572 DOZER CTL; ARO/GRADE; LGP VPAT	\$ -
1	577-7697 PROD LINK; PLE643/PLE743 RADIO	\$ -
1	508-1610 FUEL TANK; BASIC	\$ -
1	550-5585 GUARD; BOTTOM; VPAT	\$ -
1	515-3712 DRAWBAR	\$ -
1	515-3738 BULLDOZER PACKAGE; LGP; VPAT	\$ -
1	550-5600 HYDRAULIC OIL; STANDARD	\$ -
1	579-5798 ENGINE COOLANT; -35F	\$ -
1	579-5795 LUBRICANT; STANDARD	\$ -
1	589-3554 LIGHT; WARNING	\$ 985.00
1	599-7940 SCREEN; REAR; HINGED	\$ 1,605.00
1	575-9799 BLADE; LGP; VPAT	\$ 12,740.00
1	605-5091 GUARD GUIDING; CENTER; HDXL	\$ 1,280.00
1	0G-9236 COMPLETE STORAGE PROTECTION	\$ 213.00
Total		\$ 386,731.00

THIS QUOTE IS VALID FOR 30 DAYS
 PRODUCT AVAILABILITY
 _____ DAYS

Accepted by: _____



STATE OF MISSISSIPPI

**CONTRACT NUMBER
8200057236**

**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
and
THE STATE OF MISSISSIPPI

SCOPE: Cooperative Contract for Construction Equipment

CONTRACT NUMBER: 8200057236

EFFECTIVE DATES: May 20, 2021 through May 19, 2022

CONTACTS:

State of Mississippi
Steve Tucker
Director of Marketing and Audit
Stephen.Tucker@dfa.ms.gov
(601) 359 - 3107

Caterpillar Contract Administrator:
Patrick Kearns
Phone: 309-675-5181

Kearns_Patrick@cat.com

Local Caterpillar Dealers

Thompson Machinery Point of Contact:

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

Puckett Machinery Company Point of Contact:

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

We have established an agreement with Sourcewell to allow purchases from their cooperative contract with Caterpillar 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.

SOURCEWELL PROGRAM AGREEMENT

This Sourcewell® Program Agreement (“Program Agreement”) by and between State of Mississippi (“Buyer”) and Caterpillar Inc. is made effective as of May 20, 2021 (the “Program Agreement Effective Date”) and is attached to and governed by the Sourcewell® Agreement(s) specifically marked and identified in Section 2.2 below (“Sourcewell® Agreement(s)”) between Caterpillar Inc. and Sourcewell®. 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 Sourcewell® Agreement unless otherwise defined herein.

WHEREAS, Buyer, a member of Sourcewell® (as defined below), and Caterpillar Inc. desire to enter into this Program Agreement pursuant to which Buyer may participate in the Sourcewell® 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, 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

Definitions.

2.1

Sourcewell®. Is a public agency serving as a national government/education contracting agency. Sourcewell® was created and organized under the “Service Cooperative” section of the Minnesota Statute, M.S. 123A.21. Sourcewell® 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

Sourcewell® Program. The specific program(s) checked below:



Construction and Agricultural Equipment Program. Construction equipment offered for sale by Caterpillar Inc. to Sourcewell® members that are included in the Sourcewell® purchasing program for construction equipment pursuant to RFP award #032119-JDC as amended from time to time or any future equivalent IFB/RFP for construction equipment awarded to Caterpillar Inc.. Buyback/financing, service agreements, non-OEM items rental/leasing are not a part of this contract.

2.3

Products. All Caterpillar Inc. Corp. OEM construction and agricultural equipment items included in the Sourcewell® 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. Buy backs, service agreements, non-OEM items, leasing/rental equipment and used equipment are not a part of this contract.

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 Sourcewell® Program;
- 3.2 it is an Sourcewell® member and will maintain its Sourcewell 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 Sourcewell®, Buyer may participate in the Sourcewell® Program, provided, however, Buyer acknowledges that it will be bound in all respects by the terms and conditions of the Sourcewell® 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 Sourcewell® Program.
- 5.0 **Precedence.** The agreement between the parties consists of this Program Agreement, the Sourcewell® Agreement, and the attached Exhibit A *State of Mississippi Terms and Conditions*. In the event of conflict between this Program Agreement and the Sourcewell® Agreement, the terms and conditions of this Program Agreement shall control. In the event of a conflict between the Program Agreement or the Sourcewell® 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

By its authorized agent:

Ross Campbell
(Signature)

Name: Ross Campbell

Title: Director – DFA OPTFM

Date: 5/20/21

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:

Patrick Kearns
(Signature)

Name: Patrick Kearns
Title: North America Industry Manager

Date: 5/14/21

Address for Notices:

Caterpillar Inc.
100 NE Adams St. - AB 1245
Peoria IL 61629
309 675 5181
Kearns_Patrick@cat.com

Exhibit A
STATE OF MISSISSIPPI TERMS AND CONDITIONS

A. PRECEDENCE

These STATE OF MISSISSIPPI TERMS AND CONDITIONS shall take precedence over the CONTRACTOR'S Proposal, and should ambiguities, conflicts, or questions of interpretation of these documents arise, they shall be resolved first by reference to the STATE OF MISSISSIPPI TERMS AND CONDITIONS.

B. E-PAYMENT

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

C. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the State 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 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, the State shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the State 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 Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor'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 retained by Contractor for three (3) years after final payment is made 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

The contract shall be governed by and construed in accordance with the laws of the State, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

F. ANTI-ASSIGNMENT/SUBCONTRACTING

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State 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 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

Contractor understands that the State 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 Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State, and local laws and regulations, as now existing and as may be amended or modified.

H. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.*, and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor 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. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State. 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. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services 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;
- (2) the loss of any license, permit, certification or other document granted to Contractor 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 cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

J. INDEPENDENT CONTRACTOR STATUS

Contractor 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. Nothing contained herein shall be deemed or construed by the State, Contractor, 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 and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the State and the State shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The State shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the State shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State 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 and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

L. TERMINATION FOR CONVENIENCE

(1) *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

(2) *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor 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 Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State 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, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee 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 to make progress, and if such failure arises out of causes similar to those set forth above, Contractor 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 Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee 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, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (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 Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default 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, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

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

N. STOP WORK ORDER

(1) **Order to Stop Work:** The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, 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, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the 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 Chief Procurement Officer 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 contract.

(2) **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and

(b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer 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 contract.

(3) **Termination of Stopped Work:** If a stop work order is not canceled 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.

(4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

O. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the State and agreed to by Contractor.

P. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

The State 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 Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to the State upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from the State and subject to any copyright protections.

Q. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State, its commissioners, board members, officers, employees, agents, and representatives, and the State from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

R. THIRD PARTY ACTION NOTIFICATION

Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

S. RECOVERY OF MONEY

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

T. FAILURE TO ENFORCE

Failure by the State at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State 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

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.

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.

2021 Caterpillar Cooperative Contract Discounts by Model

Machine Model*	New Equipment
2021	Discount to Customer (Off List Price)

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Pavers

AP255	18.00%
AP300	18.00%
AP355	18.00%
AP500	18.00%
AP555	18.00%
AP600	18.00%
AP655	18.00%
AP1000	18.00%
AP1055	18.00%

Rollers

CB1.7	19.00%
CB1.8	19.00%
CB7	19.00%
CB8	19.00%
CB10	19.00%
CB13	19.00%
CB15	19.00%
CB16	19.00%
CB22	19.00%
CB24	19.00%
CB32	19.00%
CB34	19.00%
CB36	19.00%
CB64	19.00%
CB66	19.00%
CB68	19.00%
CC24	19.00%
CC34	19.00%
CCS7	19.00%
CCS9	19.00%
CD8	19.00%
CD10	19.00%
CP34	19.00%
CP44	19.00%
CP54	19.00%
CP56	19.00%
CP68	19.00%
CP74	19.00%
CS34	19.00%
CS44	19.00%
CS54	19.00%
CS56	19.00%
CS64	19.00%
CS68	19.00%
CS74	19.00%
CS78	19.00%
CW16	19.00%
CW34	19.00%

Track Type Tractors

D1	23.00%
D1 Fire Dozer	23.00%
D2	23.00%
D2 Fire Dozer	23.00%
D3	23.00%
D3 Fire Dozer	23.00%

Machine Model*	New Equipment
2021	Discount to Customer (Off List Price)
D4	23.00%
D5	23.00%
D5 Fire Dozer	23.00%
D6	23.00%
D7	19.00%
D8	19.00%
D9	10.00%
D10	10.00%

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Wheeled Excavators

M314F	26.00%
M315F	26.00%
M316F	26.00%
M317F	26.00%
M318F	26.00%
M320F	26.00%
M322F	26.00%

Material Handlers

MH3022	26.00%
MH3024	26.00%
MH3026	26.00%

Cold Planers

PM310	20.00%
PM312	20.00%
PM313	20.00%
PM620	20.00%
PM622	20.00%
PM820	20.00%
PM822	20.00%
PM825	20.00%

Reclaimers

RM300	20.00%
RM400	20.00%
RM500	20.00%

Telehandlers

TH255	23.00%
TH3510	24.00%
TH357	24.00%
TH408	24.00%
TH514	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%

Motor Graders

12	30.00%
120	34.00%
140	30.00%
140GC	30.00%
150	30.00%
160	30.00%
14	19.00%

Skid Steer Loaders

226	21.00%
232	21.00%
236	21.00%
242	21.00%

Machine Model*	New Equipment
2021	Discount to Customer (Off List Price)
246	21.00%
262	21.00%
272	21.00%

Multi-Terrain Loaders

257	21.00%
277	21.00%
287	21.00%
297	21.00%

Compact Track Loaders

239	21.00%
249	21.00%
259	21.00%
279	21.00%
289	21.00%
299	21.00%
299XE Land Management	21.00%

Excavators

300.9	20.00%
301.4	20.00%
301.5	20.00%
301.7	20.00%
301.8	20.00%
302	20.00%
302.4	20.00%
302.5	20.00%
302.6	20.00%
302.7	20.00%
303	20.00%
303.5	20.00%
304	20.00%
304.5	20.00%
305	20.00%
305.5	20.00%
306	20.00%
307	20.00%
307.5	20.00%
308	20.00%
309	20.00%
310	20.00%
311	18.00%
313	15.00%
313GC	16.00%
315	19.00%
316	19.00%
318	16.00%
320	15.00%
320GC	16.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
330GC	16.00%
335	15.00%
336	15.00%
336GC	16.00%
340	15.00%
349	10.00%
352	10.00%
374	10.00%

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Machine Model*	New Equipment
2021	Discount to Customer (Off List Price)

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Forest Machines

538	15.00%
548	15.00%
558	15.00%
568	15.00%

Backhoe Loaders

415	22.00%
416	22.00%
420	22.00%
430	22.00%
432	22.00%
440	22.00%
450	22.00%

Wheel Tractor Scrapers

621	18.00%
623	18.00%
627	18.00%
631	18.00%
637	18.00%
657	18.00%

Articulated Trucks

725	17.00%
730	17.00%
735	17.00%
740GC	17.00%
745	17.00%

Rigid Frame Trucks

770	3.00%
773	3.00%

Landfill Compactors

816	12.00%
826	12.00%
836	12.00%

Wheel Dozers and Soil Compactors

814	15.00%
815	13.00%
824	15.00%
825	13.00%
834	15.00%

Machine Model*	New Equipment
2021	Discount to Customer (Off List Price)

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Wheel Loaders

903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
918	24.00%
920	24.00%
924	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950M	18.00%
962	18.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%
988	11.00%

Track Loaders

953	19.00%
963	22.00%
973	23.00%

Aftermarket Worktools	15.00%
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Caterpillar Safety Services	15.00%
Technology Enabled Safety Solutions	5.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is offered under Sourcewell contract #062323-CAT

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