MISSISSIPPI TRANSPORTATION COMMISSION
CONTRACT TERMS AND CONDITIONS

AGENCY CONTRACT NO. **XXXXXXXX**

This Contract is made and entered into by and between the Mississippi Transportation Commission ("MTC"), a body corporate of the State of Mississippi, acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (MDOT"), and **XXXXXXXX** (Vendor), who is duly registered to do business in the State of Mississippi and whose address is _____ , effective as of the date of latest execution below, under the following terms and conditions.

1. **SCOPE OF SERVICES.** Vendor will provide the items as set forth in Sealed RFX Proposal No. **RFX 3160008400** as agreed to therein. Vendor does hereby grant, bargain, sell and warrant the above described materials, equipment, and/or supplies and agree that they are according to the approved plans, specifications and requirements of the MTC as set out in the attached Proposal/Bid and "Notice and Instructions," both of which are fully incorporated by reference and made a part of this Contract, as if set forth in letters and figures herein. Any and all labor or work to be performed under this Contract shall be performed in accordance with same. The said materials, equipment, supplies and/or work shall be to the complete satisfaction to the MDOT Executive Director, in accordance with the terms of this Contract.

2. **CONTRACT TERM.** The Contract shall begin on **January 1, 2027 until December 31, 2027**. If a contract is awarded and executed in connection with this proposal, the MTC reserves the right to extend the agency contract for this proposal for up to forty-eight (48) months, twelve (12) months at one time, upon written acceptance of both parties. The contract shall not exceed sixty (60) months. The Contract extension shall begin on the original termination date or the extension termination date. The only terms of the Tractor Rental Contract that will change in the extension of the Contract will be the contract performance period and the potential price adjustment as determined by the method set forth in the escalation clause in the "Notice and Instructions."

3. **CONSIDERATION.** Consideration for performance of this Contract shall be as set forth herein:

   Having been duly advertised in accordance with all applicable laws of the State of Mississippi, and the attached Bid/Proposal having been duly received/awarded, the MTC agrees to pay Vendor and Vendor herby agrees to accept the prices given in said proposal/bid as full compensation for **the rental of tractors during** the Contract term on an as needed basis, Delivered **F.O.B District VI- Hattiesburg, MS**.

4. **COMPLIANCE WITH LAWS**. Vendor understands that the MTC is an equal opportunity employer. Executive Order 11246 requires that the MTC do business with organizations that are in compliance with Title VII of the 1964 Civil Rights Act, as amended. During the performance of any contract with the MTC, the Vendor agrees to

be bound by provisions of Section 202 of Executive Order 11246, as amended, and Executive Orders 11701, 11625, and 11758. The MTC and MDOT maintain 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 Vendor agrees during the term of the agreement that Vendor will strictly adhere to this policy in its employment practices and provision of services. 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.

5. **E-VERIFICATION**. The Vendor 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 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. Vendor 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, Vendor agrees to provide a copy of each such verification. Vendor 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 Vendor to the following:

    a. termination of this contract for goods or 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;

    b. the loss of any license, permit, certification, or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

    c. both. In the event of such cancellation/termination, Vendor would also be liable for any additional costs incurred by the State due to the Contract cancellation or loss of license or permit to do business in the State.

6. **E-PAYMENT**. Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency 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 agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

7. **PAYMODE.** Payments by state agencies using the State's 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 Vendor's choice. The State may, at its sole discretion, require Vendor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Vendor understands and agrees that the MTC and MDOT are exempt from the payment of taxes. All payments shall be in United States currency.

8. **APPLICABLE LAW**. MTC contracts are 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 the State. Vendor shall comply with all applicable federal, state, and local laws and regulations.

9. **NO LIMITATION OF LIABILITY**. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Vendor for harm caused by the intentional or reckless conduct of Vendor or for damages incurred through the negligent performance of duties by Vendor or the delivery of products that are defective due to negligent construction.

10. **RELATIONSHIP OF THE PARTIES.** The relationship of the Vendor to the Commission and MDOT is that of an independent contractor, and said Vendor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission or the MDOT by reason hereof. The Vendor will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the Commission or the MDOT, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever. Nothing contained herein shall be deemed or construed by the Commission, MDOT, or the Vendor, or any third party as creating the relationship of employer/employee, principal/agent, partners, joint venturers, or any similar such relationship between the Commission and/or the MDOT and the Vendor.

11. **ANTI-ASSIGNMENT/SUBCONTRACTING**. Vendor acknowledges that it was selected by the MTC to perform the services/work required hereunder[]. Vendor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of MDOT, which MDOT may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Vendor's obligations without such consent shall be null and void. No such approval by MDOT of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the MTC or MDOT 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 MTC or MDOT may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

12. **MODIFICATION**. This agreement may be modified only by written agreement signed by the parties hereto.

13. **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.

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

14. **REPRESENTATIONS REGARDING CONTINGENT FEES AND GRATUITIES.** Vendor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Vendor's bid/proposal.

15. **AVAILABILITY OF FUNDS**: It is expressly understood and agreed that the obligation of the MTC to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature, and/or 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 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 MTC, the MTC shall have the right to terminate this agreement without damage, penalty, cost or expenses to the MTC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. STOP WORK ORDER

a. *Order to Stop Work*: The MTC, may, by written order to Vendor at any time, and without notice to any Surety, require Vendor 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 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, Vendor 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 MTC shall either:
    i. Cancel the stop work order; or,
    ii. Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Contract.

b. *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 of thereof expires, Vendor shall have the right to return to work. An appropriate adjustment shall be made in the delivery schedule or Vendor price, or both, and the contract shall be modified in writing accordingly, if;

   i. 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 contract and,

   ii. Vendor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, upon approval, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

c. *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.

d. *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.

17. **TERMINATION FOR CONVENIENCE**.

a. *Termination.* The MTC may, when its interests so require, terminate this contract in whole or in part, for convenience. The MTC or designee shall give written notice of the termination to Vendor specifying the part of the contract terminated and when termination becomes effective.

b. *Vendor's Obligations*. Vendor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Vendor will stop work to the extent specified. Vendor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Vendor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The MTC or designee may direct Vendor to assign Vendor's right, title, and interest under terminated orders or subcontracts to the MTC. Vendor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

18. **TERMINATION FOR DEFAULT**

a. *Default.* If Vendor 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 MTC or designee may notify Vendor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the MTC or designee, the MTC may terminate Vendor'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 MTC or designee may

procure similar supplies or services in a manner and upon terms deemed appropriate by the MTC. Vendor 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.

b. *Vendor's Duties*. Notwithstanding termination of the contract and subject to any directions from the MTC or designee, Vendor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Vendor in which the MTC or MDOT has an interest.

c. *Compensation*. Payment for completed services delivered and accepted by the MTC shall be at the contract price. The MTC may withhold from amounts due Vendor such sums as the MTC deems to be necessary to protect the MTC and MDOT against loss because of outstanding liens or claims of former lien holders and to reimburse the MTC and MDOT for the excess costs incurred in procuring similar goods and services.

d. *Excuse for Nonperformance or Delayed Performance*. Except with respect to defaults of subcontractors, Vendor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Vendor to make progress in the prosecution of the work hereunder which endangers such performance) if Vendor has notified the MTC 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, 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 Vendor to meet the contract requirements. In such a case, MDOT may, upon the request of the Vendor, revise the delivery schedule accordingly.

e. *Erroneous Termination for Default*. If, after notice of termination of Vendor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default, or that the delay was excusable under the provisions of the prior paragraph (Excuse for Nonperformance or Delayed Performance), the rights and obligations of the parties shall be the same as if the notice of termination had been one of termination for convenience.

f. *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.

19. **TERMINATION UPON BANKRUPTCY** This contract may be terminated in whole or in part by the MTC 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 contract, but in no case shall said compensation exceed the total contract price.

20. **ATTORNEY'S FEES AND EXPENSES.** Subject to other terms and conditions of this agreement, in the event Vendor defaults in any obligations under this agreement, Vendor shall pay to the MTC all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the MTC or MDOT in enforcing this agreement or otherwise reasonably related thereto. Vendor agrees that under no circumstances shall the MTC or MDOT be obligated to pay any attorney's fees or costs of legal action to Vendor.

21. **FAILURE TO ENFORCE**. Failure by the MTC 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 MTC to enforce any provision at any time in accordance with its terms.

22. **INDEMNIFICATION**. To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the MTC and MDOT, and their commissioners, officers, employees, agents, and representatives, and the State of Mississippi 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 Vendor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the MTC's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, or other matter. In the event Vendor defends said claim, suit, or other matter, Vendor shall use legal counsel acceptable to the MTC. Vendor shall be solely responsible for all costs and/or expenses associated with such defense, and the MTC and MDOT shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, or other matter without the MTC's concurrence, which the MTC shall not unreasonably withhold.

23. **INTEGRATED AGREEMENT/MERGER**. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MTC and Vendor. Vendor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MTC or Vendor on the basis of draftsmanship or preparation hereof.

24. **PRIORITY**. The contract consists of these Contract Terms and Conditions, the RFX [**RFX 3160008400**] (hereinafter "RFX". The RFX, including the "NOTICE AND INSTRUCTIONS" and any attachments thereto (including, but not limited to, the Specifications, which are Attachment B to the "NOTICE AND INSTRUCTIONS), as well as Vendor's bid/proposal in response are fully incorporated by reference herein as if set

forth in letters and figures. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first reference to these Contract Terms and Conditions, the RFX and, if still unresolved, by reference to the bid/proposal. Omission of any term or obligation from this agreement or attached Tabulation shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

25. **TAXES**. The Vendor is liable for all taxes. Sections 27-65-1, *et seq.*, and 27-67-1, *et seq.*, of the Mississippi Code exempt the MTC, MDOT and other State entities from State sales and use taxes. Likewise the MTC will not pay excise or personal property taxes and if the Vendor is liable for these they should be taken into consideration in formulating the pricing of bids. It is the Vendor's responsibility to contact local taxing authorities in the state and county where equipment will be located to determine possible taxing liabilities in connection therewith.

26. **NOTICES**. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

MDOT CONTACT	VENDOR CONTACT
_____	_____
_____	_____
_____	_____
_____	_____

27. If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, and to this end, the provisions hereof are severable. In such event, the parties shall amend the Agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

This the _____ day of _____, 2026.

BY:_____

XXXXXXXXXXXXX

This the _____ day of _____, 2026.

MISSISSIPPI TRANSPORTATION COMMISSION,
BY AND THROUGH THE DULY AUTHORIZED
EXECUTIVE DIRECTOR OF THEMISSISSIPPI DEPARTMENT OF TRANSPORTATION

BY: _____
BRAD WHITE
EXECUTIVE DIRECTOR