




PURCHASING DEPARTMENT

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

May 18, 2020

To: Board of Supervisors
From: Kesha Buckner, Purchasing Clerk 
Subject: Request Purchase of Cutters

Attached are copies of a quote for purchasing tractors for Madison County Road Department. The quote was received from Deviney Equipment, this quote is submitted as part of the negotiated purchasing agreement that the Department of Finance & Administration makes available to counties.

I recommend purchase of (8) Bush Hog Cutters – Bush Hog 2815 15ft rotary cutter using State Contract pricing from DFA negotiated contract.

Road Manager Cornelius Bacon has reviewed the specifications of the cutters.

Shelton Vance

From: Michael Cook <Michael.Cook@dfa.ms.gov>
Sent: Wednesday, April 15, 2020 9:49 AM
To: Shelton Vance; Kesha Buckner
Cc: Ross Campbell
Subject: RE: <EXTERNAL>: FW: Madison County JD 6105E Cab 2020 State Contract

That is correct if that is your choice and your board does not require multiple quotes. You always want to make sure the item is actually on contract as well as the dealer is an authorized dealer listed on the contract.

From: Shelton Vance <Shelton.Vance@madison-co.com>
Sent: Wednesday, April 15, 2020 9:39 AM
To: Michael Cook <Michael.Cook@dfa.ms.gov>
Cc: Kesha Buckner <Kesha.Buckner@madison-co.com>; Ross Campbell <Ross.Campbell@dfa.ms.gov>
Subject: RE: <EXTERNAL>: FW: Madison County JD 6105E Cab 2020 State Contract

Just to confirm,

Because this item is on a negotiated competitive contract, Madison County can purchase this specific tractor from our area's vendor dealer without obtaining additional quotes from other vendors/brands?

Thanks,
SV

From: Michael Cook <Michael.Cook@dfa.ms.gov>
Sent: Tuesday, April 14, 2020 3:29 PM
To: Shelton Vance <Shelton.Vance@madison-co.com>
Cc: Kesha Buckner <Kesha.Buckner@madison-co.com>; Ross Campbell <Ross.Campbell@dfa.ms.gov>
Subject: RE: <EXTERNAL>: FW: Madison County JD 6105E Cab 2020 State Contract

Hi Shelton,

The Deere contract was updated yesterday adding the items listed in the attached spreadsheet. Our contract in Magic and on our contract board was also updated yesterday.

Let me know if you have any questions.

Thanks,

Michael D. Cook, CPPB, CMPA
Director, Bureau of Purchasing and Contracting
Department of Finance and Administration
Michael.Cook@dfa.ms.gov
601-359-3912 Office

P.O. Box 267 Jackson, MS 39205
501 North West Street, Suite 701A
Jackson, MS 39201

From: Christopher Statham <Christopher.Statham@dfa.ms.gov>
Sent: Tuesday, April 14, 2020 3:22 PM
To: Shelton Vance <Shelton.Vance@madison-co.com>

Cc: Kesha Buckner <Kesha.Buckner@madison-co.com>; Michael Cook <Michael.Cook@dfa.ms.gov>
Subject: Re: <EXTERNAL>: FW: Madison County JD 6105E Cab 2020 State Contract

Mr. Mike Cook will be handling all Grounds contract related inquiries from this point forward.

I have copied him here so he may assist you.

On Apr 14, 2020, at 3:10 PM, Shelton Vance <Shelton.Vance@madison-co.com> wrote:

Christopher,

Is this a true statement that DFA has updated this state contract offering?

Thanks,
SV

From: Will Daniels <WillDaniels@AgUp.com>
Sent: Tuesday, April 14, 2020 2:55 PM
To: Shelton Vance <Shelton.Vance@madison-co.com>; Cornelius Bacon <cbacon@madison-co.com>
Subject: Madison County JD 6105E Cab 2020 State Contract

Please see attachment for quote on JD 6105E cab tractors that on 2020 State contract.

DFA has updated their spreadsheet to include these tractors.

Please let me know if you have any questions.

Thanks,

-Will Daniels
662-836-6770
<2020_04_14_14_52_26.pdf>

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

STATE CONTRACT AGREEMENT

CONTRACTOR: Bush Hog

STATE CONTRACT #: 8200049985

SUPPLIER #: 3100031135

SMART CONTRACT #: 1130-20-C-SWCT-00201

COMMODITIES COVERED: Grounds Maintenance
Equipment

EFFECTIVE: March 1, 2020
through
February 28, 2021

This State Contract Agreement is made this 20th day of February 2020, between the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management for the State of Mississippi (hereinafter the "State") and Bush Hog, 2501 Griffin Avenue, Selma, AL 36703 (hereinafter the "Contractor").

SCOPE: The Contractor agrees to furnish the State its normal requirements of grounds maintenance equipment on a nonexclusive basis for a period of twelve (12) months beginning March 1, 2020, and ending February 28, 2021, in accordance with all requirements in the *State of Mississippi Proposal Format and Guidelines For Grounds Maintenance Equipment* and the Contractor's Proposal received on December 16, 2019.

AUTHORIZED PURCHASERS: The State, as referred to herein, enters into this State Contract Agreement for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts and other political subdivisions of the State of Mississippi. These entities are authorized to purchase from this Contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the *Mississippi Procurement Manual*.

Purchase Orders prepared by these authorized purchasers shall include this State Contract Agreement Number referenced above.

PRICE GUARANTEE: The prices established herein shall prevail for the term of this Agreement, except in the event of a general market decline in prices of such commodities at any time during the period of this Contract, the Contractor agrees that the State of Mississippi shall receive full benefit of such decline.

The State Bureau of Financial Control shall not approve any account nor order and direct payment of any account for the purchase of any commodity covered by this Contract when the purchase price is in excess of the maximum price fixed in this Agreement.

PRICE DATA: The Contractor has furnished a price list for the new period for authorized purchasers. The State agrees to notify all authorized purchasers of the existence of this Contract and to give the specific instructions relative to the procedures to be followed in making purchases under the provisions hereof.

Entities making purchases over \$50,000 may consider obtaining two competitive quotes from the authorized dealers' list on this manufacturer's contract. If this manufacturer does not have a dealers' list, the manufacturer should be prepared to submit a quote.

PAYMENT: Payment for commodities or equipment purchased under the provisions of this Contract shall be made to the Contractor or to the authorized dealer making delivery in accordance with Miss. Code Ann. §§ 31-7-301, et seq. (as amended). Such payment is to be made only upon receipt, by the authorized purchaser, of properly certified invoices, which are priced strictly in accordance with the pricing provisions of this Contract. Net Forty-five (45) days without penalty

QUANTITY TO BE PURCHASED: It is understood and agreed that the Contractor is entering into this Agreement as a multiple source of supply without any guarantee from the State as to the quantity of the items covered by this Contract that might be ordered during the specified period.

TRANSPORTATION TERMS: All freight and shipping costs are the responsibility of the Vendor and are not reimbursable. All items must be transported F.O.B. Destination.

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

ASSIGNMENT: The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the State. Any attempted assignment or transfer without said consent shall be void and of no effect.


CANCELLATION: It is agreed that either party may cancel this Agreement by giving thirty (30) days written notice prior to the effective date of cancellation. Contractor is advised that cancellation of this Agreement by the Contractor may result in disqualification from the awarding of future contracts with the State.

TAXES: No Federal Excise Tax or Mississippi Sales Tax will be added to or otherwise included in the prices submitted by the Contractor. The Contractor understands and agrees that the State and its authorized purchasers exempt from the payment of taxes.

RECEDENCE: This Contract consists of this Agreement, the Proposal Format and Guidelines referenced herein above, and the Contractor's Proposal. Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to the Proposal Format and Guidelines, and, if still unresolved, by reference to the Contractor's Proposal.

ORDERING INFORMATION: Please place all orders under this agreement with an approved dealer/distributor from the attached list.


DEPARTMENT OF FINANCE AND ADMINISTRATION
FOR THE
STATE OF MISSISSIPPI

BY:  _____

OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

DATE: 02-25-20

THIS MUST BE SIGNED BY AN OFFICIAL
OF THE COMPANY

BY:  _____

TITLE: President

DATE: 2-20-20

Deviney Equipment
P.O. Box 7179
Jackson, MS. 39282
601-373-9531



www.devineyequipment.com

Deviney Rental and Supply
2173 Hwy 51
Madison, MS. 39110
601-859-0020

Equipment Proposal

TO: Madison County DATE: 4/21/2020

Salesman:

Phone: _____ P.O. # _____

Email: _____

QTY.	DESCRIPTION OF MATERIAL	Stock #	Price
	Mississippi State Contract# 8200049985		
	Bush Hog 2815 15ft rotary cutter		\$17,879.24
			ea.
	MS Sales Tax is not included in Prices above.		
	SUB-TOTAL		
	TRADE		
	TRADE SERIAL#		
	SALES TAX		
	TOTAL TO BE PAID OR FINANCED		

WARRANTY: STANDARD MANUFACTURERS WARRANTY APPLIES. NO WARRANTY ON USED EQUIPMENT UNLESS STATED.
If you paid for above equipment in the form of a check: Ownership/Title for the piece (s) of equipment will not pass to you, until the check has cleared your Bank your and the funds have been deposited to the account of Deviney Equipment at Trustmar N.A. If for any reason, the Bank refuses to honor your check or you check is returned with a note of "insufficient funds" or " account closed," etc., Deviney Equipment / Deviney Rental and Supply reserves the right to reposses the above-described piece (s) of equipment in any manner prescribed by law. Purchaser acknowledges that he/she has read, understands, and accepts all of the provisions of this Deviney Bill of Sale / Conditional Transfer of Ownership that covers the piece (s) of equipment described above.

Customer Signature: _____
Dealer Signature: _____

AUTHORIZED DEALERS/DISTRIBUTORS LIST

MANUFACTURER'S NAME:

CONTRACT NAME:

TERM OF CONTRACT:

Grounds Maintenance
03/01/2020 - 02/28/2021

DEALER/DISTRIBUTOR NAME	CONTACT NAME	ADDRESS	CITY/STATE/ZIP	TELEPHONE	FAX	EMAIL	MINORITY VENDOR
Watts Brothers	Heath Lee	509 Lumberton Road	Columbia MS 39429	6017366351	6017364991	hlee@wbimp.com	no

Supplier	Supplier Part Number	Short Description	Long Description	Product Group	Contract Price	MSRP
Bush Hog	BH315	Rotary Cutter 5 ft 130 hp gearbox	5 ft cutting width 3 in. cutting capacity/130 hp gearbox/front and rear chains/ slip clutch	51545	\$ 4,250.00	\$ 3,315.00
Bush Hog	BH316	Rotary Cutter 6 ft 130 hp gearbox	6 ft cutting width 3 in. cutting capacity/130 hp gearbox/front and rear chains/ slip clutch	51545	\$ 4,957.00	\$ 3,866.46
Bush Hog	BH317	Rotary Cutter 7 ft 130 hp gear box	7 ft cutting width/3 in cutting capacity/130 hp gear box/ single tail wheel	51545	\$ 6,419.00	\$ 5,006.82
Bush Hog	BH416	Rotary Cutter 6 ft heavy duty	6 ft cutting width/4 in cutting capacity/ heavy duty 210 hp gearbox/7 gauge dech thickness/front & rear chains	51545	\$ 5,694.00	\$ 7,300.00
Bush Hog	BH417	Rotary Cutter 7 ft heavy duty	7 ft cutting width/4 in cutting capacity/heavy duty 210 gear box/deck thickness 7 guage/front & rear chains	51545	\$ 7,836.96	\$ 10,082.00
Bush Hog	BH516	Rotary Cutter 6 ft extra heavy duty	6 ft cutting width/5 in cutting capacity/ heavy duty 225 gear box/ deck thickness 7 gauge/ front and rear chains	51545	\$ 8,199.00	\$ 6,395.22
Bush Hog	2308	Rotary Cutter 8 ft pull type	8 ft cutting width/pull type/1.5 cutting capacity/100 center gearbox/75 hp outboard gearboxes/ front & rear chains	51545	\$ 9,270.00	\$ 7,230.60
Bush Hog	2310	Rotary Cutter 10 ft pull type	9ft 9in cutting width/pull tpe/2 in cutting capacity/120 hp center gearbox/90 outboard gearboxes/ front & rear chains	51545	\$ 8,625.24	\$ 11,058.00
Bush Hog	2310-3pt	Rotary Cutter 10 ft three point lift	9ft 9in cutting width/3 point lift/2 in cutting capacity/120 hp center gearbox/90 hp outboard gearboxes/front & rear chains	51545	\$ 7,697.04	\$ 9,868.00
Bush Hog	2310-sm	Rotary Cutter 10 ft semi lift	9 ft 9in cutting width/semi lift/2 in cutting capacity/ 120 hp center gearbox/90 hp outboard gearboxxs/front & rear chains	51545	\$ 7,664.28	\$ 9,826.00
Bush Hog	14215	Rotary Cutter 15 ft three point lift	15 ft cutting width/ 3 point lift/3.5 cutting capacity/ 210 hp gearboxes/slip clutch/front and rear chains	51545	\$ 24,011.00	\$ 18,728.00
Bush Hog	1815	Rotary Cutter 15 ft flex wing standard duty	15 ft cutting width/pull type/flex wing cutter/2.5 in cutting capacity/225 hp center gearbox/210 oiutboard gearboxes/slip clutch/hydraulic height control/front & rear chains	51545	\$ 15,737.28	\$ 20,176.00
Bush Hog	2215	Rotary Cutter 15 ft flex wing standard duty	15 ft cutting width/pull type/flex wing cutter/2.5 in cutting capacity/225 hp center gearbox/210 oiutboard gearboxes/slip clutch/hydraulic height control/front & rear chains	51545	\$ 16,727.10	\$ 21,445.00
Bush Hog	2815	Rotary Cutter 15 ft flex wing	15 ft cutting width/pull type/flex wing cutter/250 hp center gerbox/225 hp outboard gearboxes/4 in cutting capacity/2perma level hitch/constant velocity shaft/deck thickness top 11 gauge & bottom 7 gauge/dual axles on center/ front & rear chains	51545	\$ 19,391.76	\$ 26,933.00
Bush Hog	3815	Rotary Cutter heavy duty 15 ft flew wing	15 ft cutting width/pull type/flex wing cutter/4 in cutting capacity/250 hp center gearbox/225 hp outboard gearboxes/2perma level hitch/constant velocity shaft/deck thickness top 11 gauge & bottom 7 gauge/dual axles on center/ front & rear chains	51545	\$ 21,602.88	\$ 30,044.00
Bush Hog	2810	Rotary Cutter 10 ft single wing flex	10.5 ft cutting width/pull type/flex wing cutter/250 hp splitter gearbox/225 hp outboard gearboxes/4 in cutting capacity/perma level hitch/constant velocity shaft/deck thickness 11 gauge top & 7 gauge bottom/front & rear chains	51545	\$ 16,603.92	\$ 23,061.00
Bush Hog	3810	Rotary Cutter 10 ft single wing flex heavy duty	15 ft cutting width/pull type/flex wing cutter/4 in cutting capacity/250 hp center gearbox/225 hp outboard gearboxes/2perma level hitch/constant velocity shaft/deck thickness top 11 gauge & bottom 7 gauge/dual axles on center/ front & rear chains	51545	\$ 18,379.44	\$ 25,527.00