



PURCHASING DEPARTMENT

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

April 19, 2021

To: Board of Supervisors
From: Kesha Buckner, Purchasing Clerk *KB*
Subject: Request Purchase of Zero-Turn Mowers for Buildings & Grounds

Attached are copies of a quote for purchasing zero-turn mowers for Madison County Buildings & Grounds Department. The quotes were 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 (3) Kubota Zero-Turn Mowers – Kubota ZD1211L-3-72 72” (zero turn diesel) using State Contract pricing from DFA negotiated contract.

Buildings & Grounds Director Danny Lee has reviewed the specifications of the zero-turn mowers.

Kesha Buckner

From: Ross Campbell <Ross.Campbell@dfa.ms.gov>
Sent: Wednesday, April 14, 2021 4:21 PM
To: Shelton Vance; James Brabston
Cc: Kesha Buckner
Subject: RE: <EXTERNAL>: RE: Grounds Maintenance Contract - 8200055841

CAUTION! *External Content. Please use caution when opening attachments and links. Do not provide your username and password if requested.*

Shelton,
It is not necessary to obtain quotes from contract vendors, although we do suggest you negotiate with them.

Ross Campbell

Director, Office of Purchasing, Travel and Fleet Management
Department of Finance and Administration
Ross.campbell@dfa.ms.gov
601-359-2004 Office
501 North West Street, Suite 701A
Jackson, MS 39201

From: Shelton Vance <Shelton.Vance@madison-co.com>
Sent: Wednesday, April 14, 2021 3:59 PM
To: James Brabston <James.Brabston@dfa.ms.gov>
Cc: Ross Campbell <Ross.Campbell@dfa.ms.gov>; Kesha Buckner <Kesha.Buckner@madison-co.com>
Subject: <EXTERNAL>: RE: Grounds Maintenance Contract - 8200055841

James,

Can you give me any information on this request?

SV

From: Shelton Vance
Sent: Friday, April 9, 2021 11:27 AM
To: 'james.brabston@dfa.ms.gov' <james.brabston@dfa.ms.gov>
Cc: 'Ross.Campbell@dfa.ms.gov' <Ross.Campbell@dfa.ms.gov>; Kesha Buckner <Kesha.Buckner@madison-co.com>
Subject: Grounds Maintenance Contract - 8200055841

James,

I know that we have been in contact with you regarding this contract.

At one time, we were required to obtain quotes from all negotiated contract vendors with very similar products. Are we required to obtain quotes from all vendors or can we select a product on the contract and move forward with a purchase?

Thanks,
SV

Shelton Vance, CPA
County Administrator
Madison County
PO Box 608
Canton, MS 39046
601-855-5502 (voice)
601-855-5875 (fax)

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

Bill of Sale

TO: Madison County Building and Grounds DATE: 4/7/2021

Phone: _____ Salesman: JM

Email: _____ P.O. # _____

QTY.	DESCRIPTION OF MATERIAL	MSRP	State Price
	State contract number 8200055841		
3	Kubota ZD1211L-3-72 72" zero turn diesel	\$17,099	\$13,679.20 ea
	Sub total		\$41,037.60
	Sales Tax		
	TOTAL TO BE PAID OR FINANCED		\$41,037.60

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 reposes 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: *[Signature]*

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

STATE CONTRACT AGREEMENT

CONTRACTOR: Kubota Tractor Corporation

STATE CONTRACT #: 8200055841

SUPPLIER #: 3100031235

SMART CONTRACT #: 1130-20-C-SWCT- 00425

COMMODITIES COVERED: Grounds Maintenance
Equipment

EFFECTIVE: March 1, 2021
through
February 28, 2022

This State Contract Agreement is made this 23rd day of February, 2021 between the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management for the State of Mississippi (hereinafter the "State") and Kubota Tractor Corporation, 1025 Northbrook Parkway, Suwanee, GA 30024 (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, 2021, and ending February 28, 2022, 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 2, 2020.

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: _____

THIS MUST BE SIGNED BY AN OFFICIAL
OF THE COMPANY

BY: _____

TITLE: Scott Eckard / District Sales Manager

DATE: _____

AUTHORIZED DEALERS/DISTRIBUTORS LIST

MANUFACTURER'S NAME: Kubota Tractor Corporation
CONTRACT NAME: Grounds Maintenance
TERM OF CONTRACT: 03/01/2021 - 02/28/2022

DEALER/DISTRIBUTOR NAME	CONTACT NAME	ADDRESS	CITY/STATE/ZIP	TELEPHONE	FAX	EMAIL	MINORITY VENDOR
AYRES-DELTA IMPLEMENT OF BELZONI	Billy Wyatt	15428 US HIGHWAY 49	BELZONI/MS/39038	6622471221	6622473651	BWYATT@DELTA-GRP.COM	NO
AYRES-DELTA IMPLEMENT, INC.	Jeff Fondren	1904 HIGHWAY 82 W	Greenwood/MS/38930	6624536525	6624536544	JFONDREN@DELTA-GRP.COM	NO
AYRES-DELTA IMPLEMENT, INC.	Will Ayres	4507 HIGHWAY 82 W	Leland/MS/38756	6626862361	6626862365	MARYW@DELTA-GRP.COM	NO
CHICKASAW EQUIPMENT COMPANY	Daniel Alford	552 WEST MADISON ST	Houston/MS/38851	6624563391	6624563398	DANIEL@CHICKASAWEQUIPMENT.NO	NO
CHICKASAW EQUIPMENT COMPANY	Frank Alford	1246 D.L. COLLUMS DR.	Tupelo/MS/38801	6628422232	6628422283	NEIL@CHICKASAWEQUIPMENT.CI	NO
CHICKASAW EQUIPMENT COMPANY	BJ Mauney	1336A CITY AVE. N	Ripley/MS/38663	6628377676	6628377525	BJ@CHICKASAWEQUIPMENT.COM	NO
CIRCLE C TRACTOR LLC	Coby Crager	1510 AZALEA DR	Waynesboro/MS/39367	6017353103	6017353482	COBY@CIRCLCTRACOR.COM	NO
COOK LAWN & TRACTOR, LLC	Russell Cook	114 NORTHGATE RD	Natchez/MS/39120	6014450718	6014454713	CLTNATCHEZ@YAHOO.COM	NO
COOK TRACTOR CO., INC.	Adam Cook	680 HWY. 80	Vicksburg/MS/39180	6016364641	6016364633	ADAM@COOKTRACTORCO.COM	NO
CRAIN TRACTOR & EQUIPMENT, INC.	Mitch Barnett	508 HIGHWAY 98 BYP	Columbia/MS/39429	6017364527	6017365212	SALES@CRAINTRACTOR.COM	NO
DAVIS TRUCK & TRACTOR CO., INC.	Van Davis	376 HWY 80 EAST	Meridian/MS/39301	6014832254	6014832037	DAVISTRACOR@DAVISTRACOR.C	NO
DEVINEY EQUIPMENT	Bruce Deviney	1023 DEVINEY DR	Raymond/MS/39154	6013739531	6013739447	JONATHAN@DEVINEYRENTALANC	NO
DEVINEY RENTAL & SUPPLY	Jonathan McMillan	2173 HWY. 51	Madison/MS/39110	6018590020	6014071988	JONATHAN@DEVINEYRENTALANC	NO
E.Z. WHEELS, INC.	Billy Rishey	403 HIGHWAY 43 S	Pelahatchie/MS/39145	6018545162	6018547943	EZWHEELS@BELLSOUTH.NET	YES
FARMBELT EQUIPMENT, INC.	Blake Smith	87 HWY. 84 EAST	Brookhaven/MS/39601	6018333501	6018331887	SALES@FARMBELTINC.COM	NO
H & R AGRI-POWER	Marty Sanders	901 HIGHWAY 45 N	Columbus/MS/39701	6623281800	6623281871	MARTY.SANDERS@HRAGRIPOWEI	NO
LEE TRACTOR CO. OF MISS., INC.	Stephen Dottolo	12306 NORTH OAKLAWN LANE	Biloxi/MS/39532	2283929922	2283928866	LPOTTS@LEETRACOR.NET	NO
MCNEIL TRACTOR & EQUIPMENT CO., INC	Jim McNeil	2635 HIGHWAY 15 N	Laurel/MS/39440	6014253158	6014285199	JIM_MCNEIL@ME.COM	NO
OXFORD KUBOTA	Jay Wooten	93 HIGHWAY 30 EAST	Oxford/MS/38655	6622349558	6622343389	jay@oxfordkubota.com	NO
PARISH TRACTOR COMPANY, LLC	Joey McClinton	1602 S MAIN ST	Poplarville/MS/39470	6017954521	6017958621	JOEY@PARISHTRACTOR.COM	NO
PARISH TRACTOR COMPANY, LLC	Greg Watts	7061 U.S. HIGHWAY 49	Hattiesburg/MS/39402	6012645877	6012645870	GREG@PARISHTRACTOR.COM	NO
PLANTERS EQUIPMENT CO.	Kenny Jones	816 NORTH DAVIS AVE	Cleveland/MS/38732	6628432741	6628432799	KJONES@DELTA-GRP.COM	NO
R & M TRACTOR AND SUPPLY, INC.	Robert Maddox	501 PINOLA DR. SE	Magee/MS/39111	6018492141	6018496976	RMTRACTOR@BELLSOUTH.NET	NO
RELIABLE EQUIPMENT, LLC	Gerald Bolden	250 HWY 51 N	Hernando/MS/38632	6624294426	6624294427	GBOLDEN@RELIABLEEQUIPMENTI	YES
SEAL TRACTOR COMPANY	Will Seal	1100 US 61 SOUTH	Woodville/MS/39669	6018884253	6018883248	WIL@SEALTRACTOR.COM	NO
WINDHAM TRACTOR & IMPLEMENT CO.	Andrew Windham	592 EAST MAIN STREET	Philadelphia/MS/39350	6016562761	6016565653	ANDREW@WINDHAMTRACTOR.N	NO
WINONA TRACTOR & EQUIPMENT CO., INC	David Ingram	220 N APPELGATE ST	Winona/MS/38967	6622831128	6622835745	DEALER@WINONATRACOR.COM	NO
CAPITAL TRACTOR	BEN GREER	1287 HWY. 63 SOUTH	Lucedale/MS/39452	6017663679	6017669803	bgreer@capitaltractor.com	NO

2394	2089	FALSE	S	13,679.20	S	17,099.00	8200055841	90	EA	https://apps.kubotausa.com/configurator/productselector.aspx?pgId=1
2394	Kubota Tractor	ZD1211L-3-72	DIESEL ZTR MWR/24.8 HP/72" DECK		DIESEL ZTR MWR/24.8 HP/72" DECK - ZD1211L-3-72					