

GEORGE FLAGGS, JR.
MAYOR

ALEX J. MONSOUR, JR.
ALDERMAN



MICHAEL A. MAYFIELD, SR.
ALDERMAN

City of Vicksburg

1401 WALNUT STREET • VICKSBURG, MS 39181 • (601) 636-3411

GF _____
MM _____
AM _____

January 16, 2018

JAN 11 2018

Board of Mayor and Aldermen
City of Vicksburg
Vicksburg, Mississippi 39181-0150

Gentlemen:

Attached is requisition numbers 1803570 in the amount of \$69,893.08 each written to Deviney Equipment, Inc., of Jackson, MS., for the purchase of one (1) Kubota Excavator for the Water Mains Department.

This is on state contract number 8200036654.

Since my signatory authority for purchase orders is limited to fifty thousand dollars (\$50,000.00). I am submitting this letter for board approval.

I respectfully request that the Board of Mayor and Aldermen of the City of Vicksburg authorize this purchase.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Ann Grimshel".

Ann Grimshel, CPPB
Purchasing Director

Attachment

Incorporated 1825

City Website: <http://www.vicksburg.org>



Main | Terms/Miscellaneous |

Main Information

Dept/Loc 751 VEHICLE MAINTENANCE
Fiscal year 2018 Current 6 Next
Requisition number 1803570
General commodity 070 HEAVY EQUIPMENT
General description HEAVY EQUIPMENT
General Notes

Status 6 Released
Needed by 11/11
Entered 01/10/2018 By barryw
☒ Three way match required
☐ Inspection required

Vendor Information

Vendor 9858 ...
Name DEVINEY EQUIPMENT, INC.
PO mailing 0 ...
P.O.BOX 7179
Delivery Method JACKSON MS 39282
☒ Print ☐ Fax ☐ E-Mail
Remit 1 ... DEVINEY EQUIPMENT, INC.
Vendor/Sourcing Notes Vendor Quotes (0)

Shipping Information

Ship to 751 ...
VEHICLE MAINTENANCE
CITY OF VICKSBURG
815 CHINA ST
VICKSBURG
Email
Reference

Line Items

Line	Commodity	Inv item	Inv item loc	Inv tran type	Description	Ve
1	07015				KX057-4R3AP KUBOTA EXCAVATOR, QUOTE 922555 BEING P	98

Total Amount 69893.08

Workflow

My Approvals Approve Reject Forward Hold Approvers

- Standard Features -



Kubota

K Series

KX057-4R3AP

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Eco Plus System
 Auto Idler
 Rubber Track Model
 ROPS/OPG (Top Guard, Level 0)
 Air Conditioning Cab
 Suspension Seat
 Kubota 3 Hydraulic Pump Load Sensing System
 1 Gear, 2 Variable
 Displacement Pumps
 All Controls Hydraulic Pilot Controls
 Two Operating Pattern Selection System
 Accumulator
 Digital Control Panel
 Attachment Flow Presets, Service Alerts
 Float Angle Blade w/ Bolt-on Cutting Edge
 360 Degree Full Rotation
 70 Degree Left, 55 Degree Right Boom Swing
 19.8 gpm Adjustable Auxiliary Hydraulics Port 1
 9.8 gpm Adjustable Auxiliary Hydraulics Port 2
 Thumb Bracket and Relief Valves
 Five Second Quick Preheat System
 Key Switch Stop System
 Half Pitch Rubber Tracks
 Self Bleed Fuel System
 Auto-Downshift Two Speed Travel System
 Swivel Negative Brake
 Travel Negative Brake
 Third Line

ENGINE

V2807 Kubota DI CRS Tier 4
 Diesel Engine
 4 Cylinder, 4 Cycle
 45.2 Net HP @ 2200 rpm

OPERATIONAL DIMENSIONS

Max Digging Depth 12' 8.2"
 Max Digging Radius @ Ground Level 20' 0.5"
 Max Vertical Digging Depth 5' 7.3"
 Max Dumping Height 13' 8.6"

DOZER BLADE DIMENSIONS

Width 77.2"
 Height 16.1"
 Lift Above Ground 17.3"
 Drop Below Ground 16.1"

PERFORMANCE

Digging Force @ Bucket (K7919) 11,177 lbs.
 Digging Force @ Dipper Arm 5,644 lbs.
 Travel Speed (Low) 1.8 mph
 Travel Speed (High) 3.1 mph
 Climbing Ability 36% / 20"
 Lift Capacity 3,410 lbs.
 Over Front Blade Grounded
 4.0 Ft. Load Point Height
 12.0 Ft. Load Radius

DIMENSIONS AND

OPERATING WEIGHT

KX057-4R3AP, Rubber Tracks,
 A/C ROPS/OPG (Top Guard,
 Level 0) Cab,
 Angle Dozer Blade, Dipper
 Arm, Counterweight, SP2
 Overall Length 18' 1.3"
 Overall Width 6' 5.2"
 Overall Height 8' 4.4"
 Operating Weight 12,820 lbs.*
 Ground Clearance 12' 0.2"
 * Includes operator's weight,
 175 lbs.

- Custom Options -

KX057-4R3AP Base Price: \$79,347.00

(1) QUICK COUPLER K7915-QUICK COUPLER	\$873.00
(1) 12" QA TRENCHING BUCKET/U55/KX057-4 K7917-12" QA TRENCHING BUCKET/U55/KX057-4	\$1,168.00
(1) 24" QUICK ATTACH TRENCHING BUCKET K7919-24" QUICK ATTACH TRENCHING BUCKET	\$1,251.00
(1) 36" QUICK ATTACH TRENCHING BUCKET K7921-36" QUICK ATTACH TRENCHING BUCKET	\$1,702.00
(1) 36" QUICK ATTACH DRAINAGE BUCKET K7922-36" QUICK ATTACH DRAINAGE BUCKET	\$1,168.00
(1) BOLT-ON CUTTING EDGE FOR 36" BUCKET K7474-BOLT-ON CUTTING EDGE FOR 36" BUCKET	\$154.00
(1) HYDRAULIC THUMB KIT K7937-HYDRAULIC THUMB KIT	\$2,204.00
(1) RADIO WEATHER BAND KIT K7942A-RADIO WEATHER BAND KIT	\$248.00
(1) STROBE LIGHT 77700-V4218A-STROBE LIGHT	\$176.00
(1) CAB MIRROR KIT K7479-CAB MIRROR KIT	\$287.00
(1) TRAVEL ALARM KIT K7927-TRAVEL ALARM KIT	\$143.00
(1) RETRACTABLE 3" SEAT BELT KIT K9946-RETRACTABLE 3" SEAT BELT KIT	\$127.00
Configured Price:	\$88,848.00
NJPA Discount:	(\$21,323.52)
SUBTOTAL:	\$67,524.48
Dealer Assembly:	\$425.00
Freight Cost:	\$790.00
PDI:	\$250.00
front and rear light bar (led)	\$687.00
beacon light kit	\$216.80

Total Unit Price: \$69,893.08

Quantity Ordered: 1

Final Sales Price: \$69,893.08

**Purchase Order Must Reflect
 the Final Sales Price**

To order, place your Purchase Order directly with the quoting dealer

Reg 1803570

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



STATE OF MISSISSIPPI

**CONTRACT NUMBER
8200036654**

**KUBOTA TRACTOR CORPORATION COOPERATIVE AGREEMENT
FOR CONSTRUCTION EQUIPMENT**

**DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING AND TRAVEL
701 WOOLFOLK BUILDING, SUITE A
601 NORTH WEST STREET
JACKSON, MISSISSIPPI 39201**

KUBOTA TRACTOR CORPORATION COOPERATIVE CONTRACT FOR CONSTRUCTION EQUIPMENT

CONTRACT NUMBER: 8200036654

EFFECTIVE DATES: December 1, 2017 through November 30, 2018

VENDOR:

Contract Administrator:

Phone:

Email:

Website

Kubota

Jon Cheek

817-532-3875

jon.cheek@kubota.com

<https://www.kubotausa.com/docs/default-source/brochure-sheets/ctl-attachments.pdf>

State of Mississippi

CONTACT:

Phone:

Email:

Ross Campbell

601-359-2004

Ross.campbell@dfa.ms.gov

We have established an agreement with National Joint Powers Alliance to allow purchases from their cooperative contract with Kubota Tractor 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.

NJPA PROGRAM AGREEMENT

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

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

NOW, THEREFORE, in consideration of the foregoing mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 **Term.** The term of this Program Agreement with respect to Buyer shall commence on the Program Agreement Effective Date and shall terminate upon the earlier of (i) termination or expiration of the Agreement, or (ii) the date at which Buyer ceases to be a Member of the Program. In the event that the Program Agreement terminates or expires pursuant to (i) or (ii) above, Kubota agrees to offer Buyer the option to enter into a separate agreement with Kubota only, provided, however, Kubota and Buyer mutually agree upon the terms and conditions of such separate agreement.

2.0 **Definitions.**

2.1 **NJPA.** The National Joint Powers Alliance® is a public agency serving as a national government/education contracting agency. NJPA was created and organized under the "Service Cooperative" section of the Minnesota Statute, M.S. 123A.21. NJPA is governed by publicly elected officials while cooperatively serving all municipal and educational agencies nationally under the authority of the Minnesota Joint Exercise of Powers laws M.S. 471.59.

2.2 **NJPA Program.** The specific program(s) checked below:

☒ **Construction and Agricultural Equipment Program.** Construction and agricultural equipment offered for sale by Kubota to NJPA members that are included in the NJPA purchasing program for construction and agricultural equipment pursuant to RFP award #042815-KBA as amended from time to time or any future equivalent IFB/RFP for construction and agricultural equipment awarded to Kubota.

2.3 **Products.** All construction and agricultural equipment items included in the NJPA Program that Buyer purchases or may purchase from Kubota; except, however, those items which are available on the Buyer's competitively bid state contracts are not included in this Agreement.

3.0 **Buyer Representations.** Buyer hereby represents that:

3.1 it is a governmental entity or it is a nonpublic school administrative unit or non-profit eligible to participate in the NJPA Program;

- 3.2 it is an NJPA member and will maintain its NJPA membership during the Program Agreement Term;
- 3.3 it has the local legal ability to recognize and participate in joint exercise of powers activities under the applicable state and federal procurement laws; and
- 3.4 as a member of NJPA, Buyer may participate in the NJPA Program, provided, however, Buyer acknowledges that it will be bound in all respects by the terms and conditions of the NJPA Agreement and terms and conditions of this Program Agreement.
- 4.0 **Prices.** Prices for Products are available at the time of purchase as provided by the NJPA Program.
- 5.0 **Precedence.** The agreement between the parties consists of this Program Agreement, the NJPA Agreement, and the attached Exhibit A *State of Mississippi Terms and Conditions*. In the event of conflict between this Program Agreement and the NJPA Agreement, the terms and conditions of this Program Agreement shall control. In the event of a conflict between the Program Agreement or the NJPA Agreement and the attached Exhibit A, the terms and conditions of the Exhibit A shall control.
- 6.0 **Termination.** Either Party may terminate this Program Agreement for any reason upon at least thirty (30) calendar days' prior written notice to the other Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Program Agreement under seal as of the Program Agreement Effective Date.

STATE OF MISSISSIPPI

By its authorized agent:


(Signature)

Name: Ross Campbell

Title: Director - DFA OPTFM

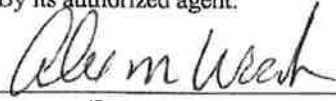
Date: 11/6/17

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

KUBOTA TRACTOR CORPORATION

By its authorized agent:


(Signature)

Name: Alex M Woods

Title: V.P.

Date: 11-6-17

Address for Notices: