



MISSISSIPPI DEPARTMENT of WILDLIFE, FISHERIES, AND PARKS

Lynn Posey, Executive Director

1505 Eastover Drive

Jackson, Mississippi 39211

(601) 432-2400

MINORITY AND WOMEN OWNED BUSINESSES ARE ENCOURAGED TO APPLY

SOLICITATION: Invitation for Bid (IFB)

SOLICITATION NUMBER: RFX #3160006392

DESCRIPTION: Up to Two (2) Compact Track Loaders

ISSUE DATE: January 25, 2024

BID CLOSING LOCATION: Mississippi Department of Wildlife, Fisheries, and Parks
1505 Eastover Drive
Jackson, Mississippi 39211

BID COORDINATOR: Candice Webster
Telephone: 601.432.2154
Email: candice.webster@wfp.ms.gov

OPENING DATE AND TIME: February 15, 2024, 2:00 PM CT

GENERAL INSTRUCTIONS

Section 1 – Background, Authority, and Objective

The mission of the Mississippi Department of Wildlife, Fisheries, and Parks is to conserve and enhance Mississippi's wildlife, fisheries, and parks, provide quality outdoor recreation, and engage the public in natural resource conservation.

The Mississippi Department of Wildlife, Fisheries, and Parks (hereinafter "Agency") has issued this solicitation for the purpose of soliciting sealed bids from qualified vendors to provide **one (1) but up to two (2) compact track loaders**.

Section 2 – Timeline

Invitation for Bid Issue Date	January 25, 2024
Questions and Requests for Clarification Deadline	February 5, 2024
Anticipated Posting of Written Answers to Questions	February 6, 2024
Bid Submission Deadline	February 15, 2024, 2:00 p.m.
Bid Opening	February 15, 2024, 2:00 p.m.
Anticipated Date of the Notice of Award	February 16, 2024
Post-Award Debriefing Request Deadline	February 21, 2024
Anticipated Post-Award Debriefing Held By	February 26, 2024
Protest Deadline	February 27, 2024
PPRB Board Meeting, if applicable	April 3, 2024
Anticipated Period of Performance	April 4, 2024 – April 3, 2025

Section 3 – Contact and Questions/Requests for Clarification

3.1 Bidders must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the questions and requests for clarifications, vendors shall submit any such question via email by the deadline reflected in Section 2. All questions and requests for clarifications must be directed by email to:

Candice Webster, Procurement Team Lead
Telephone: 601-432-2154
E-mail: procurement@wfp.ms.gov

3.2 Vendors should enter "IFB RFx Number #3160006392 - Questions" as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

	IFB Section, Page Number	Vendor Question/Request for Clarification
1.		

- 3.3** Official responses will be provided only for questions submitted as described above and only to clarify information already included in the IFB. The identity of the organization submitting the question(s) will not be revealed. All questions and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal website and the Agency's website as an amendment to the IFB by the date and time reflected in Section 2.
- 3.4** The Agency will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person as an IFB amendment. Bidders are cautioned that any statements made by Agency personnel that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
- 3.5** All vendor communications regarding this IFB must be directed to the Bid Coordinator. Unauthorized contact regarding the IFB with other employees of the Agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the State.
- 3.6** No Pre-Bid Conference, Tour, or Site Visit will be held for this IFB.
- 3.7 Acknowledgement of Amendments:** Should an amendment to the IFB be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the Agency's website in a manner that all bidders will be able to view. Further, bidders must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment should be received by the Agency by the time, date, and at the place specified for receipt of bids. It is the bidder's sole responsibility to monitor the websites for any updates or amendments to the IFB.
- 3.8** Bidder must provide a signed Acknowledgements of IFB Amendment(s), Questions and Answer document(s), and/or Summary of Pre-Bid Conference, Tour, or Site Visit, if any were issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the Agency's website.
- 3.9** The IFB is comprised of the base IFB document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before contract award.
- 3.10 Applicable Law:** The contract shall be 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. Contractor shall comply with applicable federal, state, and local laws and regulations.
- 3.11 Availability of Funds:** It is expressly understood and agreed that the obligation of the MDWFP 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 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 MDWFP, the MDWFP 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 MDWFP of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

3.12 Compliance with Laws: Contractor understands that the MDWFP 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 of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

3.13 Procurement Regulations: The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

3.14 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 Mississippi 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.

Section 4 – Specifications

The Agency is seeking to establish a term contract for a minimum of one (1) new but a maximum of two (2) new Compact Track Loaders depending on availability of funds. The full specifications are herein described in **Attachment “G”**, captioned “Specifications”, which is attached hereto and made a part hereof by reference. The specifications are from procurement RFX#3160006392 which was issued by the Agency and incorporated herein by reference.

- 4.1.1 Quality Assurance:** All equipment received as a result of this procurement shall be evaluated for quality assurance prior to the acceptance of responsible for each commodity. Commodities must be new and not in used condition.
- 4.1.2 Location of Work:** Equipment is to be delivered to the following location: Turcotte Shooting Range, 506 MS-43, Canton, MS 39046.
- 4.1.3** The State will not be responsible for equipment delivered to any other location except for the location listed above. The bidder agrees to begin delivery 30 days after the execution of the subsequent contract resulting from this bid.
- 4.1.4 Maintenance:** The Manufacturer, or dealer, must guarantee parts and service availability according to the following general guidelines: 1) Parts for normal maintenance and/or minor repairs, must be available same day or within 24 hours; 2) Major components such as engines, transmissions, hydraulic pumps and motor, etc., must be available within 72 hours; and 3) Large components such as cabs, ROPS, main frames, roller frames, etc., must be available within 2-3 weeks; 4) Service centers able to fully support product must be available within 100 miles of the machines' assigned location; 5) Field technician must be available and onsite within 24 hours.

Section 5 - Basis for Award

- 5.1** All bids will be reviewed first to determine whether a vendor is responsive, responsible, and/or acceptable. Requirements are not assigned a point percentage and/or score, but are instead simply recorded as PASS or FAIL. Bids with errors that do not alter the substance of the bid can be accepted, and the Agency Chief Procurement Officer may allow the bidder to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other bidders.
- 5.2** The Agency has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the Agency to properly evaluate the bid, the Agency has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.
- 5.3** The contract will be awarded by written notice to the lowest and best responsive bidder in accordance with federal and state laws whose bid meets the requirements and criteria set forth in this Invitation for Bids within 30 days. A draft of the proposed contract is included in this IFB as **Attachment "F"**.

5.4 The Agency intends to award one contract to provide the services described in this IFB to the lowest responsible and responsive bidder.

Section 6 – Duration

The estimated period of performance of any contract resulting from this IFB is tentatively scheduled to begin on or about and to end on April 4, 2024 – April 3, 2025. This is a single year contract and there will be no renewals.

Section 7 – Bid Submission Requirements

7.1 Submission Format

7.1.2 Bid Cover Sheet (Attachment A)

7.1.3 Bid Form (Attachment B) - all pricing must be submitted on the bid form. Failure to complete and/or sign the bid form may result in bidder being determined nonresponsive.

7.1.4 IFB Exception(s) Form (Attachment C) - Bidder taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the Bidder shall state in this section “No Exceptions Taken.”

7.1.5 Certifications and Assurances (Attachment D)

7.1.6 Bid Submission Checklist (Attachment E)

7.2 Submission Requirements

7.2.1 The original and two (2) copies of the bid form, three (3) copies total, shall be signed and submitted in a sealed envelope or package to 1505 Eastover Drive, Jackson, MS 39211, no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the Agency. Each page of the **Bid Form (Attachment B)** and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. The Agency reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the Agency may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. Sealed bids will be considered if they are delivered electronically through the MAGIC system by the time and date set for receipt of bids.

- 7.2.2** Sealed Competitive Bids may be submitted electronically through the State of Mississippi's MAGIC system at the following websites:

<https://portal.magic.ms.gov>

https://www.ms.gov/dfa/contract_bid_search/Contract

Please use the websites above and search for Rfx No. 3160006392

Vendors must be registered in MAGIC to be able to submit bids electronically. A guide has been included with this IFB for assistance.

- 7.2.3** The sealed envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bids 2:00 PM CST, February 15, 2024; Rfx No. 3160006392. Bids are subject to rejection unless submitted with the information included on the outside the sealed bid envelope or package.

Sealed bids should be mailed or hand-delivered to and labeled as follows:

IFB for Compact Track Loaders
Rfx No. 3160006392
Opening Date: 02:00 PM CST, February 15, 2024
Mississippi Department of Wildlife, Fisheries, and Parks
Attention: Candice Webster, Procurement Team Lead
1505 Eastover Drive
Jackson, MS 39211
SEALED BID – DO NOT OPEN

- 7.2.4** All bid packages must be received by the Agency no later than 2:00 PM CST, February 15, 2024. Bids submitted via facsimile (fax) machine **will not** be accepted. It is suggested that if a bid is mailed to the Agency, it should be posted in certified mail with a return receipt requested. The Agency will not be responsible for mail delays or lost mail. All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service or method – is entirely on the vendor. All vendors are urged to take the possibility of delay into account when submitting a bid.
- 7.2.5** Timely submission of the bid package is the responsibility of the bidder. Bids received after the specified time will be rejected and maintained unopened in the procurement file. A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it has been determined by the Agency that the late receipt was due solely to mishandling by the Agency after receipt at the specified address.
- 7.2.6** The time and date of receipt will be indicated on the sealed bid envelope or package by Agency staff. The only acceptable evidence to establish the time of receipt at the office

identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

Each page of the bid form and all attachments shall be identified with the name of the bidder.

Failure to submit a bid on the bid form provided will be considered cause for rejection of the bid. **Modifications or additions to any portion of the bid document may be cause for rejection of the bid.** The Agency reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive.

- 7.2.7** Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the IFB Exception(s) form, **Attachment C**. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part. The bid must contain a high degree of acceptance of contract terms and conditions listed in **Attachment D** of this IFB.
- 7.2.8** A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The Agency reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the Agency of non-responsiveness based on the submission of nonconforming terms and conditions.
- 7.2.9** As a precondition to bid acceptance, the Agency may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.
- 7.2.10** Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-1 *et seq.* and 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.

Section 8 – Bidder Certification

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

Section 9 – Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or Agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or Agency of the State of Mississippi.

Section 10 – Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the Agency that it has been selected for contract award.

Section 11 – Bid Opening

Bid opening will be open to the public; however, this will include opening, reading, and listing the name of each bidder and the bid price of each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

Section 12 – Award Notification

All participating vendors will be notified of the agency's intent to award a contract. In addition, the AGENCY will identify the selected vendor. Notice of award is also made available to the public.

Section 13 – Procurement Methodology

13.1 Restrictions on Communications with Agency and Agency Staff

At no time shall any bidder or its personnel contact, or attempt to contact, any Agency staff regarding this IFB except the contact person as set forth and in the manner prescribed in Section 3.

13.2 Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the Agency upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

13.3 Expenses Incurred in Preparing Bid

The Agency accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

13.4 Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and conditions in the IFB document is subject to rejection as non-responsive. Further, submission of a bid form that is not complete and/or signed is subject to rejection as non-responsive. The Agency reserves the

right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the Agency staff of non-responsiveness based on the submission of nonconforming terms and conditions. Furthermore, if a bidder's price is substantially higher than those of other bidders, meaning those in excess of a twenty-five percent (25%) differential, the bidder's price will be deemed non-responsive.

13.5 Withdrawal of Bids

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

- (1) The bid is submitted in good faith;
- (2) The price bid is substantially lower than those of other bidders because of a mistake;
- (3) The mistake is a clerical error, not an error of judgment; and,
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the Agency of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the Agency all original work papers, documents, and other materials used in the preparation of the bid.

A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the Agency. No explanation is required.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

13.6 Post-Award Vendor Debriefing

A bidder, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Candice Webster, Procurement Team Lead within three (3) business days of notification of the contract award. A post-award vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify Candice Webster, Procurement Team Lead in writing and identify its attorney by name, address, and telephone number. The Agency will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Vendor Debriefing, as well as the information that may be provided and excluded, please see Section 7-113 through 7-113.07, Post-Award Vendor Debriefing, of the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB.

13.7 Protests

Any actual or prospective bidder who is aggrieved in connection with this solicitation or the outcome of this IFB may file a protest with Candice Webster, Procurement Team Lead. The protest shall be submitted within seven (7) calendar days of notification of the contract award or on or before 05:00 PM CST, December 7, 2023 in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. The written protest letter shall contain an explanation of the specific basis for the protest. All protests must be in writing, dated, signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by Candice Webster, Procurement Team Lead via either U.S. mail, postage prepaid, or by personal delivery. Protests filed after 5:00 PM CST, December 7, 2023 will not be considered.

Section 14 – Agency Website

This IFB, questions and answers concerning this IFB, and the Notice of Intent To Award will be posted on the Agency website at <https://www.Agency.com/administration/bid-opportunities-20/> and on the Mississippi Contract/Procurement Opportunity Search Portal website.

Section 15 – Attachments

The attachments to this IFB are made a part of this IFB as if copied herein in words and figures.



MS Department of Wildlife, Fisheries, and Parks
1505 Eastover Drive, Jackson, MS 39211-6374

**BID COVER SHEET
Attachment A**

RFX #3160006392 – UP TO TWO (2) Compact Track Loader

The AGENCY is seeking to establish a contract for up to two (2) Compact Track Loaders. Bids are to be submitted online in MAGIC or by paper submission, on or before February 15, 2024 at 2:00 PM CT.

PLEASE MARK YOUR ENVELOPE:

RFX #3160006392

Compact Track Loaders

Opening Date:

February 15, 2024, 2:00 PM

Mississippi Department of Wildlife, Fisheries, and Parks

ATTN: Candice Webster, Procurement Team Lead

1505 Eastover Drive

Jackson, MS 39211

SEALED BID – DO NOT OPEN

Company Name: _____

Minority Status ☐ Applicable ☐ Not Applicable

If Applicable, check at least one (1): ☐ Minority Enterprise ☐ Women Business

Quoted by: _____

Signature: _____

Address: _____

(Street/P.O. Box)

(City)

(State)

(Zip Code)

Company Representative: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Acknowledgement of Amendments: (of applicable) Signature: _____

FEI/FIN # (if company, corporation, or partnership):	
SS# (if individual):	
Supplier Number (If known)	



MS Department of Wildlife, Fisheries, and Parks
1505 Eastover Drive, Jackson, MS 39211-6374

BID FORM
ATTACHMENT B

RFX #3160006392 Up to Two (2) Compact Track Loaders

Company	Company Representative	Telephone

The pricing quoted must be inclusive of, but not limited to the following:

- All required equipment and materials
- All required insurance
- All required overhead
- All required profit
- All required transportation
- All required labor
- All required business and professional licenses, permits, fees, etc. (if any)
- All management fees (if any)
- Any and all other costs associated not mentioned

Make and Model: _____

The total compensation for each Compact Track Loaders is \$_____

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this Invitation for Bids, RFX #3160006392, and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, RFX #3160006392, and the attachments herein;
3. That the company agrees to all provisions of this Invitation for Bids, RFX #3160006392 and the attachments herein;
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment B**; and
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified

to perform the duties required to be performed under this Invitation for Bids.

Printed Name/Title: _____

Signature/Date: _____

**Rfx No. 3160006392****Invitation for Bid for Up to Two (2) Compact Track Loaders
IFB Exception(s)**

Bidder taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the Bidder shall state in this section "No Exceptions Taken." Failure to indicate any exception will be interpreted as the Bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Procurement Section and Page Number	Original Language	Requested Change/Exception	Agency Decision
1.			
2.			
3.			
4.			
5.			

No Exception Taken	

SignatureDate



I/We make the following certifications and assurances as a required element of the bid to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

1. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it **has/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 Contractor's bid.

2. REPRESENTATION REGARDING GRATUITIES

The bidder or Contractor represents that it **has/has not** violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation **have/have not** been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate price.

4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective Contractor represents as a part of such Contractor's bid that such Contractor **has/has not** retained any person or Agency on a percentage, commission, or other contingent arrangement to secure this contract.

Name/Title: _____

Signature/Date: _____

Note: Please be sure to **circle the applicable word or words** provided above. Failure to circle the applicable word or words and/or to sign the bid form may result in the bid being rejected as nonresponsive. **Modifications or additions to any portion of this bid document may be cause for rejection of the bid.**



MS Department of Wildlife, Fisheries, and Parks
1505 Eastover Drive, Jackson, MS 39211-6374

BID SUBMISSION CHECKLIST
ATTACHMENT E

BID SUBMISSION CHECKLIST	
	<i>(Please check all completed items)</i>
	Completed and signed Bid Cover Sheet (Attachment A)
	Completed Bid Form Attachment B)
	IFB Exception Form (Attachment C)
	Completed and signed Certifications and Assurances (Attachment D)
	Signed Acknowledgement of Amendment(s), if applicable
	Bid Submission Checklist (Attachment E)

This list is not all inclusive. Make sure to read and follow instructions in this solicitation. It is the responsibility of the bidder to submit all requested documents with bid. **An incomplete Bid will be subject to rejection.**

Attachment F
CONTRACT RESULTING FROM THIS IFB

CONTRACT BETWEEN MISSISSIPPI DEPARTMENT WILDLIFE, FISHERIES and PARKS
AND
(AWARDED VENDOR)

This CONTRACTOR is entered into by and between the Mississippi Department of Wildlife, Fisheries & Parks, herein referred to as "AGENCY" and (AWARDED VENDOR).

This CONTRACT is made for the procurement of a minimum of one (1) but up to a maximum of two (2) Compact Track Loaders (description will be updated after award) for the period DATE-DATE. The total contract amount not to be exceeded is _____.

BOTH PARTIES AGREE THAT:

(AWARDED VENDOR) shall not assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Contract without the prior written consent of the AGENCY. Any attempted assignment or transfer of its obligations without such consent shall wholly void and shall not relieve (AWARDED VENDOR) of its obligation to AGENCY under this Contract.

(AWARDED VENDOR) shall comply with all applicable laws, rules, regulations, policies and procedures of the State of Mississippi or any Agency thereof and any local governments or political subdivisions that may affect the procurement of commodities under this Contract.

(AWARDED VENDOR) understands that AGENCY is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, disability or any other unlawful by federal or state laws. All such discrimination is unlawful and (AWARDED VENDOR) agrees during the term of this Contract that (AWARDED VENDOR) will strictly adhere to this policy.

(AWARDED VENDOR) agrees to begin delivering within 30 days of the execution of this Contract. Failure to do so may result in the cancellation of award. If cancellation of award occurs, a new award will be made to the next lowest bidder meeting the required specifications.

If any clause or provision of this Contract is held to be illegal or void by a court of law the validity of the remaining portions of the Contract shall not be affected, and the rights and obligations of the parties shall be enforced as if the Contract did not contain such illegal or void clauses.

Either party may cancel this Contract at any time with 30 days written notice. Should this occur, payment for equipment satisfactorily received will be adjusted accordingly.

The covenants and conditions herein contained shall apply to and bind the successors and legal representatives of the parties hereto.

IN WITNESS WHEREOF, this contract has been entered into and executed by the parties hereto in duplicate originals.

This _____ day of _____, 2024.

Mississippi Department of Wildlife, Fisheries, and Parks

By: _____
Lynn Posey, Executive Director

(AWARDED VENDOR)

By: _____
(AWARDED VENDOR)



MS Department of Wildlife, Fisheries, and Parks
1505 Eastover Drive, Jackson, MS 39211-6374

Specifications ATTACHMENT G

“SPECIFICATIONS”

COMPACT TRACK LOADERS	
Compliant?	
BASIC SPECIFICATIONS	

All Equipment offered for consideration must be new and current year model. Used, demonstrator, or discontinued models are unacceptable. Bidders shall include printed literature for the equipment offered. The following specifications are considered minimum acceptable.

Engine:

Four (4) cylinder, turbocharged diesel engine and shall be designed by Manufacturer
Engine shall be certified to meet EPA Tier FT4/EU Stage IV non-road emission standards;
Engine displacement shall be no less than 186.3 cu. In. (3.1L);
Engine net peak power (SAE J1349/SO 9249) shall be no less than 97 hp (72kW) at 2,500 rpm;
Engine gross power (ISO 14396) shall be no less than 100 hp (74.6 kW) at 2,500 rpm;
Engine shall have an electric transfer fuel pump with auto prime;
Service intervals for the engine oil and oil filter shall be a minimum of 500 hours;
Engine air filter restriction indicators shall be displayed in the cab monitor;
Engine shall have automatic pre-heat and auto-shutdown provided;
Engine to provide Auto Idle feature to automatically reduce engine speed to idle when the machine is not in use for maximum fuel efficiency;
Engine, hydrostatic-hydraulic and chain chase reservoirs shall utilize l0W-30 oil to simplify service;
Fuel tank shall be no less than 30 gallons (114L)

Cooling:

Hydraulically driven variable speed cooling fan to cool only on demand for fuel economy, lower average noise levels and less cooler clogging in high debris applications;
Unit shall have a coolant recovery tank provided;
Unit should be equipped with a tri-cool configuration that pulls fresh air individually through the Hydraulic and Engine coolers for dedicated first pass air flow. The Hydraulic and Engine coolers should be separated and must not be stacked in line;
Unit shall provide a reversing fan option that automatically blows out the engine and hydraulic coolers periodically. The cooling system shall pull air in from both sides of the machine, and top rear hood, and then directing it away from the operator station and cut the rear of the unit;

Power Train:

Maximum travel speed shall be at least 7.8 mph (12.6 km/h)
Transmission shall be electronically modulated soft shift 2-speed
Transmission system must be directly coupled to the engine without additional belts or pulleys

Axles/Brakes:

Parking brake shall be automatic spring applied, hydraulically released, wet-disk and sealed from water, Mud and dust

Hydraulic System:

Hydraulic Oil Filter Restriction Indicator shall be displayed in the cab monitor
Hydraulic system pressure at the couplers shall be no less than 3,450 psi;
The standard pump flow shall be no less than 25 gpm (95 L/m);
The calculated standard flow hydraulic horsepower shall be no less than 50 hp (38 kW)
The unit shall have high flow hydraulics

Electrical:

Loader shall have 2 front LED work lights and 1 rear LED work light to illuminate the work area;
Courtesy lighting feature shall provide an adjustable time delay to automatically shut off all lights after the machine is turned off for enhanced safety and battery protection;
Battery shall be no less than 12 volts, 925 CCA
In cab John Deere patented Quik-Tatch system shall be electronically activated for convenient machine to Attachment coupling

Operator Station:

Cab enclosure option shall be pressurized and sealed
Cab enclosure shall provide a swing-out curved glass front door, not an overhead roll-up door, for maximum visibility and a large exit/entry opening;
Machine shall be equipped with auxiliary hydraulics activated by a thumb switch located on EH joystick controls;
Joystick control options shall provide a foot throttle for fuel efficiency and periodic power bursts;
Optional Joystick Control Option must be EH and not Pilot hydraulic controlled;
Machine must be equipped with a standard equipment pull-down interlocking lap bar;
Retractable seat belt shall be provided as standard equipment;
Deluxe instrumentation EMU with Operator

- Selectable monitoring: Hour meter, engine rpm, battery voltage, diagnostics, EMU configuration, engine coolant temperature, hydraulic oil temperature/ LED warning indicators
- Glow plug, seat switch seat belt, door open, auxiliary hydraulics park brake engaged, 2-speed engaged, stop, low engine oil pressure, engine coolant over temperature batter not charging, air filter restriction and hydraulic filter restriction

General Specifications:

Fuel tank shall be protected by a locking engine compartment and easily accessed without opening a rearward door;
The tipping load shall be no less than 10,570 lb. (4,799 kg) rated with standard track and foundry bucket;
The boom break out with HD construction bucket shall be no less than 7,750 lb. (3,515 kg);
Bucket breakout force with HD construction bucket shall be no less than 9,250 lb. (4,196 kg);
Unit shall have a vandal protection package that includes a lockable engine enclosure and DEF compartment for all fluid fill locations;
Unit shall be provided with an in-cab boom service lock-out bar so only one person can easily secure the boom in the upright position;
Operating weight with standard equipment, ROPS cab, 175 lb. operator and full fuel tank shall be a Minimum of 12,100 lb. {5,493 kg)

Frames and Structure:

The loader design shall be a vertical-lift boom for heavy lifting, high reach, and superior visibility to the attachment at full loader height
Ground clearance under the loader shall be no less than 9.4 in. (.24 m)
Unit shall have height to hinge pin no less than 11 ft. 0 in. (3.35 m)

Undercarriage:

The tractive effort must be no less than 11,500 lbs. (5,221 kg.)

The rubber track design must be reinforced with a steel cord

The track lugs must be imbedded metal for longer life and performance

The track tensioner must be horizontal design with single grease zerk adjustment

The unit shall have 17.7" off set lug rubber tracks

Warranty:

Full machine warranty for 60/month or 5,000 hours.

Other:

Must include full service manual.