

DESCRIPTION:

Two (2) not to exceed Four (4) 2017 Model, or Newer, Backhoe/Loaders with All-Wheel Drive

SOLICITATION NUMBER:

1464-17-R-IFBD-00023

BID DUE DATE AND TIME:

May 04, 2017 AT 2:00 P.M. LOCAL TIME

The Mississippi Department of Wildlife, Fisheries and Parks will accept sealed bids until **2:00 p.m., May 04, 2017** to be opened immediately.

Bid Opening Location:

**MS Department of Wildlife, Fisheries and Parks
Attn: Purchasing Department
1505 Eastover Dr.
Jackson, MS 39211-6374**

For questions regarding Specifications and General Terms and Conditions contact:

**Candice Webster, CMPA
Accountant/Auditor III
(601) 432-2152
candicel@mdwfp.state.ms.us**

1.1 INTRODUCTION

- 1.1.1 The Mississippi Department of Wildlife, Fisheries and Parks requests sealed bids for the purchase and delivery of two (2) not to exceed Four (4) 2017 Model, or Newer, Backhoe/Loaders with All-Wheel Drive.
- 1.1.2 The initial purchase described by this Invitation to Bid shall be for two (2) not to exceed four (4) 2017 Model, or Newer, Backhoe/Loaders with All-Wheel Drive for the period of one year from the award date.
- 1.1.3 The agency reserves the right to define equals, reject any and/or all bids, or any part of any/or all bids, and to waive any informality.
- 1.1.4 Awards will be made based on the lowest and best bid. It is the intent of the agency to purchase two (2) more not to exceed four (4) 2017 Model, or Newer, Backhoe/Loaders with All-Wheel Drive. Total quantity purchased will be based on budget availability. The Invitation to Bid consists of one (1) bid proposal form. Bidders must submit a completed bid proposal form. However, we reserve the right to award in the best interest of the Mississippi Department of Wildlife, Fisheries and Parks.
- 1.1.5 The bidder agrees to begin delivery within **30 days** of award. Failure to do so may result in cancellation of award. If cancellation of award occurs, new award will be made to the next lowest bidder meeting required specifications.

1.2 GENERAL SPECIFICATIONS

- 1.2.1 The specifications set forth herein as "Attachment A" represent a minimum of required equipment and operational needs of the Mississippi Department of Wildlife, Fisheries and Parks. The bidder may propose options above and beyond these specifications that best suit MDWFP's interests as determined by the agency.
- 1.2.2 Please respond "Yes" or "No" to indicate compliance to the specifications for each listed criterion, and add comments as needed.

1.3 SUBMISSION REQUIREMENTS

1.3.1 **All** bids must be submitted electronically. Bids submitted by mail or email will not be accepted. Please refer to the links below for the Vendor Registration website as well as tutorials. Please contact the MASH Help Desk (601-359-1343) if you require any assistance.

Registration Website

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100#

Tutorial For Registration Process

http://uperform.magic.ms.gov/ucontent/7506bb9015c348dd8c10223a706188d0_en-US/course/html/course.htm

Tutorial for Bid Submission

http://www.mmrs.state.ms.us/vendors/Supplier_Training.shtml

Click on Supplier Self Service eLearning

Then Click Launch Course

In the top right corner, click MENU

Find Lesson 2: RFx

And follow the instructions.

1.3.2 Upload the following documents:

Bid Proposal Form. Complete the bid proposal form and upload the document. The attachment should be named *Bid Proposal Form*.

Terms and Conditions

1. The Mississippi Department of Wildlife, Fisheries and Parks reserves the right to reject any and/or all bids, to waive any informality in bids, and unless otherwise specified by the bidders, to accept any items on the bid. If the bidders fail to state the time within bids must be accepted, it is understood and agreed that the Mississippi Department of Wildlife, Fisheries and Parks shall have sixty (60) days to accept.
2. A written purchase order or contract award letter mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the Invitation to Bid, results in a binding contract without further action by either party.
3. No bid shall be altered or amended after the specified time for opening bids.
4. Contracts and purchases will be made or entered into with the lowest, responsible bidder meeting specifications.
5. If purchase orders or contracts are canceled because of the awarded vendor's failure to perform or request for price increase, that vendor shall be removed from our bidders' list for a period of twenty-four (24) months.
6. Bid openings will be conducted open to the public. However, they will serve only to open bids. No discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. All bidders are invited and encouraged to attend the bid opening meeting to review the submitted bids. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by bidders. Questions shall not be answered as a result of telephone inquiries.
7. Invoices are to be mailed to:

Accounts Payable
Mississippi Department of Wildlife, Fisheries and Parks
1505 Eastover Drive, First Floor
Jackson, Mississippi 39211-6374

Payment will be made 45 days after receipt of merchandise and original invoice.

8. It shall be incumbent upon the bidders to understand the specifications. Any requests for clarifications shall be in writing and shall be submitted to our Purchasing Office at least five (5) days prior to the date and time set for the bid opening. Requests for clarifications and/or questions should be emailed to our Purchasing Office Email Address: candicel@mdwfp.state.ms.us.

9. Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to:

Candice Webster
1505 Eastover Drive, First Floor
Jackson, MS 39211
Email address: candice1@mdwfp.state.ms.us

10. The minimum specifications are used to set a standard and in no case are used with the intention to discriminate against any manufacturer. Bidders should note the name of the manufacturer and model number of the product they propose to furnish and **submit descriptive literature**.

11. Protests. Protest regarding this Invitation to Bid is governed by the Mississippi Procurement Manual, Section 6.

The manual may be viewed at
<http://www.dfa.state.ms.us/Purchasing/ProcurementManual.html>

Pursuant to Section 6.101.02 and 6.101.03, Vendors must protest within seven (7) days after they know or should have known of the facts giving rise to the protest. Protests involving the Invitation to Bid and any of its contents should be made within seven (7) days of the posting of the Invitation to Bid. When all *Proposals* have been read, recorded and results posted, a Proposing Firm may choose to protest the award.

All protests must be made in writing to the Mississippi Department of Wildlife, Fisheries and Parks contact provided herein above (page 2), with copy to:

Chief Procurement Officer
Woolfolk Building, Suite 701
501 North West Street
Jackson, Mississippi 39201

No protests will be considered later than seven (7) days following the posting of the INTENT TO AWARD notification.

The letter of protest should identify the Project, include what is being protested, why it is being protested, and be signed by the individual who is protesting.

12. E-Verify. Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. 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. Contractor/Seller agrees to maintain

records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement 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, or (b) the loss of any license, permit certification or other document granted to Contractor/Seller 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 termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Mississippi Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

13. If the agency is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors/Contractors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. **The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the agency as a result of a Force Majeure Event.** Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening

BID PROPOSAL FORM 1

Mississippi Department of Wildlife, Fisheries, and Parks
Attention: Candice Webster
P.O. Box 451
Jackson, MS 39205-0451

Having examined the specifications for 2016 4 Stroke-Single Cylinder ATVs to be delivered to Pearl River Wildlife Management Area, Highway 43, Canton, MS 39046, the undersigned proposes to furnish as per specifications for the prices shown below.

<u>Description</u>	<u>Bid Proposal</u>
2017 Model, or Newer, Backhoe/Loaders with All-Wheel Drive	\$ _____

The undersigned agrees to begin delivery within 30 days of award. Failure to do so may result in cancellation of award. If cancellation of award occurs, new award will be made to the next lowest bidder meeting required specifications.

Print Name _____

Signature _____

Title _____

Company _____

Address _____

City _____ State _____ Zip _____

Telephone Number _____

Fax Number _____

Attachment A

Minimum Specifications for Two (2) or More 2017 Model, or Newer, Backhoe/Loaders with All-Wheel Drive (Must meet or exceed the following minimum specifications and requirements)

Compliance

ENGINE		
yes	no	Four (4) cylinder, turbocharged, water-cooled, diesel engine designed and built by the manufacturer.
yes	no	Minimum of 108 net engine horsepower at 2200 RPMs according to SAE J1349.
yes	no	Engine meets minimum of Tier 4 Final EPA emissions standard.
yes	no	Engine cooling fan shall have a heavy-duty guard to fully prevent human contact while in operation.
yes	no	Machine will be equipped with a standard battery disconnect switch.
yes	no	Engine shall have variable-speed, hand and foot governor controls.
yes	no	Engine shall be protected to a minimum of -34 degrees Fahrenheit with extended life antifreeze.
POWERTRAIN/TRANSMISSION		
yes	no	Transmission shall be fully synchronized, power-shuttle with four (4) forward and four (4) reverse gears.
yes	no	The front axle will be mechanical front wheel drive (MFWD) capable of being engaged "on the fly" while under load or any operating condition.
yes	no	MFWD shall be engaged at anytime by activating a switch on the front console. An operator shall be able to activate the switch while the machine is moving or stopped, also with or without a load.
yes	no	MFWD guard shall provide full coverage between the frame rails to protect the front drive shaft.
yes	no	Unit shall have rear axle differential lock engageable under full engine RPM.
yes	no	Unit shall have a high gear speed of no less than 25 mph.
yes	no	Unit shall be able to change direction and travel speed on-the-go.
STEERING		
yes	no	Machine shall have hydrostatic power steering.
BRAKES		
yes	no	Service brakes shall be hydraulically power assisted, hydraulic wet disc, self-adjusting, and self-equalizing.
yes	no	Service brakes shall be completely enclosed and sealed.
yes	no	Parking/secondary brakes shall be independent of the service brake system, be mechanically applied, hydraulically released, wet, multi-disc.
HYDRAULIC SYSTEM		
yes	no	Machine shall have variable displacement load sensing, axial piston pump.
yes	no	All hydraulic hoses restrained by rubber grommets and steel band clamps shall have full protective coverage by the rubber grommet, preventing cuts and chaffing by the band.
yes	no	Machine shall be equipped with an electronic pump torque limiter.
AXLES		
yes	no	Rear axle shall have differential lock with "on-the-go" engagement.
WHEELS/TIRES		
yes	no	Machine shall have four (4) wheel drive.
yes	no	All valve stems to be protected by metal valve stem covers.
yes	no	Front tires shall ride inside loader bucket cutting width.
yes	no	Front tires shall be no less than 12.5/80-18 (12 ply). Rear tires shall be no less than 21L-24 (16 ply) radial tires.
OPERATOR STATION		
yes	no	Unit shall be equipped with an isolation mounted, modular design ROPS/FOPS canopy with molded roof. Unit shall not come with enclosed cab.
yes	no	The seat shall be mechanical suspension, vinyl, swivel seat with fully adjustable arms rests and lumbar support.
yes	no	The seat shall be able to swivel 180 degrees in a single motion without contacting the steering wheel or pilot control pods. Loader and backhoe controls shall not be mounted to the arms of the seat.
yes	no	Tilt and telescoping steering wheel is required.
yes	no	Must include lighting package of 2 front and 2 rear halogen road lights, front and rear turn signals, and rear stop and tail lights. In addition, the machine shall include 2 front, 2 rear, and 2 side halogen work lights activated by separate switches.
yes	no	Lockable vandal protection cover required for instrument panel. Engine hood, toolbox, hydraulic reservoir, and fuel tank shall be lockable.
yes	no	A 2.5 pound, ABC rated fire extinguisher will be mounted within the operator's station.
ELECTRICAL		
yes	no	Machine shall be equipped with a 12-volt electrical system.
yes	no	Master disconnect switch.
yes	no	Machine shall have dual, 12-volt batteries, each with a minimum of 880 CCA.

Attachment A

LOADER		
yes <input type="checkbox"/>	no <input type="checkbox"/>	Loader shall be self-leveling and equipped with an automatic return-to-dig mechanism and bucket tilt indicator.
yes <input type="checkbox"/>	no <input type="checkbox"/>	The loader control shall be a single lever with transmission disconnect switch.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Loader controls shall not be mounted to the arms of the seat.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Hydraulic quick coupler for bucket and other attachments.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Loader shall have positive down pressure sufficient to lift tractor front end off level ground.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Loader bucket shall not roll back, and must not move under normal dig operations.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Loader shall incorporate a steel bumper system to protect battery and engine components.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Loader shall be equipped with a minimum 1.5 cubic yard capacity, heavy duty, general purpose bucket that includes a reversible, bolt-on cutting edge. The top of the bucket shall have a minimum of two (2) tie-down loops or places for lift bolts.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Lift capacity at maximum height shall be a minimum of 6,900 pounds.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Lift breakout force shall be a minimum of 10,350 pounds.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Minimum dump clearance of 8-foot, 8-inches at full lift height and 44 degree discharge.
BACKHOE		
yes <input type="checkbox"/>	no <input type="checkbox"/>	Backhoe shall be center-pivot type complete with hydraulic stabilizers.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Backhoe controls shall not be mounted to the arms of the seat.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Backhoe shall be equipped with an extendable dipper stick.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Backhoe controls shall be pilot operated joystick controls with a standard pattern changer for SAE excavator or ISO backhoe control patterns.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Per SAE standards, rated bucket digging force shall be a minimum of 15,700 foot-pounds with extendable stick retracted.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Backhoe reach, from the swing pivot at ground level, shall be no less than 19-feet, 7-inches with extendable stick retracted and 23-feet, 5-inches with extendable stick extended.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Per SAE standards, minimum 2-foot flat bottom digging depth shall be 15-foot, 5-inches with extendable stick retracted and 19-feet, 5-inches with extendable stick extended.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Backhoe shall have a minimum cushioned swing arc of 180 degrees.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Hydraulic stabilizers shall have reversible pads.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Stabilizers shall be able to lift the machine high enough to clear tires, on concrete, with street pads.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Backhoe bucket shall be a 24-inch severe duty bucket with replaceable teeth and lift loops.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Backhoe shall have a manual thumb.
INSTRUMENTATION		
yes <input type="checkbox"/>	no <input type="checkbox"/>	Unit shall have gauges and monitoring system that will include the following: transmission temperature, engine coolant temperature, engine oil pressure, parking brake engagement, hydraulic filter restriction, air cleaner restriction, fuel meter, alternator meter, and hour meter. Engine coolant temperature, engine oil pressure, and parking brake system shall include audible and visual warning.
yes <input type="checkbox"/>	no <input type="checkbox"/>	The machine will be equipped with an electronic diagnostic port within the operator station, allowing service codes to be downloaded and electronic parameters to be adjusted.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Machine fault codes shall be accessible from an LCD screen.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Vandalism protection, gauge cover.
ADDITIONAL FEATURES		
yes <input type="checkbox"/>	no <input type="checkbox"/>	Pallet fork, 48-inch, 5,200 pound minimum load capacity, and carriage to attach to hydraulically-actuated quick coupler.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Radiator grill guard, heavy duty.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Heavy duty front bumper.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Rubber grill guards for loading protection.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Ride control system to reduce machine loping and provide for better material retention in the loader bucket.
yes <input type="checkbox"/>	no <input type="checkbox"/>	Storage box, external lockable.
LITERATURE		
yes <input type="checkbox"/>	no <input type="checkbox"/>	One (1) complete, paper set of operator's manual, service manual, and parts catalog will be supplied with each backhoe loader.
WARRANTY		
yes <input type="checkbox"/>	no <input type="checkbox"/>	Machine shall include, in the original purchase price, a 36 month /2,500-hour (to expire whichever comes first) comprehensive, total machine warranty. All warranty work performed shall be at no cost to the MDWFP. All warranty work shall be performed at an MDWFP facility, or in the field, unless hauling the machine to another location is necessary. In the event that hauling the machine is necessary, the selling dealer shall be responsible for any and all expenses involved. Although the machines will be delivered to specific sites when purchased, the machines will be operated at multiple locations throughout the state of Mississippi. Damage incurred from accidents or obvious operator negligence will not be covered under the warranty during this time period.

Attachment A

SERVICE / MAINTENANCE AGREEMENT		
yes _____	no _____	Machines shall include, in the original purchase price, a comprehensive service and preventative maintenance (PM) agreement for a minimum of 5 years and up to a maximum of 2,500 hours. The winning
GENERAL		
yes _____	no _____	Selling dealership must provide parts/warranty/service within 90-mile radius of Fulton and Canton.
yes _____	no _____	Backhoe loaders are to be delivered fully assembled and ready to operate within 90 days from the date the purchase order is issued.
yes _____	no _____	Must provide on-site equipment orientation training at delivery locations.
DELIVERY		
yes _____	no _____	Delivery of the backhoe loaders will be to the following locations: (1) Pearl River Wildlife Management Area,