

INVITATION FOR BIDS For

Linen Services for State Parks

Issued by

**MISSISSIPPI DEPARTMENT OF
WILDLIFE, FISHERIES & PARKS**

Office of Support Services

Procurement Division



SOLICITATION NUMBER: 3160006516



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IFB Overview

I. Introduction

The purpose of this Invitation for Bids (IFB) is to obtain competitive bids for linen services for the Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) State Parks. Such linen service shall include, but not be limited to, providing pick-up of soiled linens and delivery of clean linens at such times and upon such schedule as shall be determined by the Contractor and the manager of the Park where the services are to be rendered. Due to the various locations of the State Parks stretching across the State of Mississippi, it is the intent of MDWFP to award to multiple vendors to ensure service coverage for each location.

II. General Information and Instructions

A. IFB Contact. The following is the sole contact for this IFB:

Candice Webster
Procurement Team Lead
MDWFP Office of Support Services
procurement@wfp.ms.gov

B. IFB Website. This IFB is available in electronic form at the Mississippi eProcurement site by navigating to [HERE](#) and typing 3160006516.

C. IFB Documents. This IFB consists of this IFB Overview, the following attachments, and any information or materials posted by MDWFP to MAGIC and that States' Procurement Website, as amended:

1. [Attachment A. Specifications](#)
2. [Attachment B. IFB Standard Terms and Condition](#)
3. [Attachment C. Protest Information](#)
4. [Attachment D. Hard Copy Bid Submittal](#)
5. [Attachment E. Bid](#)

D. Schedule of Events.

Event	Date	Time (CTI)
First Advertisement Date	March 28, 2024	
Bid Opening	April 30, 2024	2:00 P.M.
Intent to Award	May 1, 2024	
Protest	May 8, 2024	5:00 P.M.
Debriefing	May 6, 2024	5:00 P.M.
PPRB Contract Submission Deadline	June 5, 2024	
PPRB Meeting	July 3, 2024	9:00 A.M.
Anticipated Performance Period	July 5, 2024-July 4, 2025	

E. How to Ask Questions.

1. **Read and review this IFB, including all attachments, exhibits, and addenda.**
2. For questions about the content of this IFB, submit your questions to Candice Webster at procurement@wfp.ms.gov. Questions must reference the specific section of the IFB to which the question relates. Only those questions received by the established deadline shall be considered by MDWFP.
3. For assistance with technical issues associated with the IFB Website, contact Candice Webster at 601-462-2154 or procurement@wfp.ms.gov.



F. How to Respond.

1. Read and review this IFB, including all attachments, exhibits, and addenda.
2. Prepare a bid that:
 - a. Follows the requested format;
 - b. Includes the Solicitation Number on all materials making up the bid solicitation;
 - c. Addresses each question and request for a response in this IFB, including all questions in Attachment E, Bid;
 - d. Clearly demonstrates your ability to meet the Specifications described in Section III and Attachment A; and
 - e. Includes all required submissions identified in Section IV.
3. Submit your bid by the IFB Opening Date:
 - a. Electronically via MAGIC; or
 - b. Via Hard Copy by following the instructions in Attachment D, Hard Copy Bid Submittal.

III. Term of Contract

The term of the contract shall be for a period of one (1) year. Upon written agreement of both parties at least 90 days prior to each contract anniversary date, the contract may be renewed by MDWFP for a period of four (4) successive one-year period(s) under the same prices, terms, and conditions as in the original contract subject to approval by the PPRB. The total number of renewal years permitted shall not exceed four (4).

IV. Bidder Response

Companies or individuals who are interested in providing the service requested under this IFB must submit a bid containing the mandatory information specified in the IFB, no later than February 20, 2024 at 2:00 P.M. The State encourages all Bidders to submit bids electronically through MAGIC. However, Bidders may submit bids either through MAGIC or via hard copy. The bid must be submitted in MAGIC or received in hard copy by the Office of State Procurement on or before the date and time specified in the Schedule of Events. Fax and email submissions are not acceptable.

- A. **MAGIC Bid Submittal.** Bidders are strongly encouraged to submit their bid electronically via MAGIC by answering all questions and attaching additional documentation as requested. If the Bidder does not have an MAGIC Vendor Account, Bidders should register via the [MAGIC Self-Registration Tool](#).
- B. **Hard Copy Bid Submittal.** Bidders with the inability or non-preference to submit their bid electronically may submit their bid via Hard Copy to the Office of Support Services at 1505 East Over Drive, Jackson, MS 39211. See Attachment D, Hard Copy Bid Submittal for details regarding Hard Copy submittal.
- C. **Required Submissions.** The following must be submitted with your bid:
 1. Any response required to be submitted directly through the MAGIC or via hard copy;
 2. Completed and signed Attachment E, Bid; and
 3. Redacted copy of bid clearly marked as such, if claiming confidential, proprietary, or protected information.



D. Other Documents. The following are informational only and do **not** need to be submitted with your bid:

1. This IFB Overview
2. Attachment A, Specifications
3. Attachment B, IFB Standard Terms and Conditions
4. Attachment C, Protest Information
5. Attachment D, Hard Copy Bid

E. Bid Opening. Any Bidder who would like to view the opening of this Invitation for Bid can attend in person at the address below:

Mississippi Department of Wildlife, Fisheries, & Parks
1505 Eastover Drive
Jackson, MS 39211
April 30, 2024 at 2:00 p.m.

V. Evaluation and Award Process

- A.** Bids will be sealed until the bid opening date and time. After opening, bids will be evaluated for the purpose of selecting the bid most advantageous to the State, taking into consideration price and whether the response received meet the specifications as set forth in this section and further detailed in Attachment A, Specifications.
- B.** After evaluations are completed, written "Notice of Intent to Award" shall sent to all bidders who participated and list the responsible Bidders whose bid, conforming to the IFB. The letter will detail the apparent successful Bidder in accordance with Attachment B, Standard IFB Terms and Conditions.
- C.** Upon review and using the evaluation recommendation for award, MDWFP will issue a "Notice of Rejection" letter individually to any participating vendor whose bid did not meet the requirements of tis IFB in accordance to Attachment A, Specifications and Attachment B, Standard IFB Terms and Conditions.
- D.** If the total of the intended award exceeds \$75,000, oversight approval will be required by PPRB before the execution of a contract.



Attachment A, Specifications

1.0 Overview

Through this IFB, the Mississippi Department of Wildlife, Fisheries, & Parks ("MDWFP") seeks to acquire service agreements for linen services for eleven (11) of the Mississippi State Park locations. Such linen service shall include, but not be limited to, providing pick-up of soiled linens and delivery of clean linens at such times and upon such schedule as shall be determined by the Contractor and the manager of the Park where the services are to be rendered.

1.1 Goals and Objectives

The goal of this IFB is to contract with a qualified bidder to rent up to twenty passenger shuttlers that meet the minimum specifications set forth herein.

2.0 Background

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.

3.0 Deliverables

The deliverables for this IFB shall be service agreements for the Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) State Parks for linens. This will include maintaining a rotating inventory for use and a weekly schedule for laundering.

Detailed Requirements:

Bath Towels	24" x 48"
Bath Cloths	12 x 12"
Hand Towels	18 x 48
Bar Towels	15 x 17
Sheets, Fitted	Twin, Full, Double, Queen
Sheets, Flat	Twin, Full, Double, Queen
Door Mat	3' x 5'
Bath Mat	25 ½ x 19
Pillow Slips	42 x 34
Laundry Bag	Standard
Wipe Towel	Standard
Table Cloth	52 x 114
Kitchen Apron	Standard

A. Linen Quality

The vendor will furnish all new linen (bath towels, cloths, hand towels, bath mats, flat and fitted sheets, pillow cases, mattress pads, dish/bar towels, laundry bags, aprons, dust mops and door mats) at the beginning of the contract period. All linens provided shall be of good repair and meeting acceptable health standards for public use. Linens shall be white in color and shall not contain any logos or prints.

Sheets and pillow cases shall be white percale, have a minimum of 180 thread count. Bath towels and bath cloths shall be plush terry and have a minimum cotton content of 86%.

B. Unit Pricing

Please provide your unit rental price per item along with your replacement costs per item. **See "Attachment 2"** (Linen amounts in "Attachment 2" are based on an average busy week and not indicative of volume year around). Please note that the amount of linens that are picked up are to be returned.

C. Replacements

Any requests for claimed additional loss by the contractor shall be required to include proof to the satisfaction of **MDWFP** that the loss did occur. By submitting a proposal, the contractor acknowledges that the decision of **MDWFP** shall be final in these instances. Any linen claimed to have been lost, stolen, or maliciously damaged will be billed for separately from the weekly billing service, and include all supporting documentation as required by **MDWFP**. All unit costs for replacements must be quoted in your proposal.

No weekly, monthly, quarterly, semi-annual, or annual loss billing (without documentation noted above) is a component of this solicitation, nor will it be acceptable.

D. Inventory Control

All linens delivered and picked up will be counted and documented on a weekly basis. Documentation must be approved by **MDWFP's** park manager and/or his designee. Vendor will be required to leave documentation with **MDWFP** weekly on exact quantities that have been delivered and exact quantities that have been picked up. Any shortages will be clearly documented weekly.

E. Delivery Times

Delivery/Pick-Up Hours. All delivery and pick up services shall be conducted weekly between the hours of 8:00 a.m. – 5:00 p.m., seven (7) days a week, excluding holidays. No work shall be conducted outside of these hours without the express written approval, documented by the park manager of **MDWFP**. Delivery and Pick-Up will be to/from the inside of the laundry building. When a holiday falls on a scheduled delivery day, the vendor shall notify the park manager who will determine the time and amounts of deliveries for that specific time period.

A. Containers & Packaging

The vendor shall provide transportation containers for all linen. All linens shall be delivered and stored in poly wrapped bundles of a size easily lifted/transported by facility staff. Different linen items shall not be bundled together. For example: sheets with sheets and towels with towels.

5.0 Location/Hours of Operation

Services are to be provided at the following 11 State Parks:

- 1.** J.P. Coleman State Park
613 CR 321
Iuka, MS 38852
- 2.** Hugh White State Park
3170 State Park Road - P.O. Box 725
Grenada, MS 38902
- 3.** John W. Kyle State Park
4235 State Park Road
Sardis, MS 38666
- 4.** Legion State Park
635 Legion State Park Road
Louisville, MS 39339-8803
- 5.** Bob M. Dearing Natchez State Park
230B Wickcliff
Natchez, MS 39120
- 6.** Lake Lowndes State Park
3319 Lake Lowndes Road
Columbus, MS 39702
- 7.** Roosevelt State Park
2149 Hwy 13 S
Morton, MS 39117
- 8.** Tombigbee State Park
264 Cabin Drive
Tupelo, MS 38804
- 9.** Percy Quin State Park
2036 Percy Quin Drive
McComb, MS 39648
- 10.** Tishomingo State Park
105 CR 90 - P.O. Box 880
Tishomingo, MS 38873
- 11.** Leroy Percy State Park
1400 Hwy 12 W
Hollandale, MS 38748





Attachment B, IFB Standard Terms and Conditions

I. Governing Law and Venue

- a. All activities associated with this procurement shall be interpreted under Mississippi Law, including but not limited to [Section 31-7-13\(c\), Mississippi Code of 1972, Annotated](#) and [Mississippi Procurement Rules and Regulations 3.106](#), if applicable; purchasing rules and regulations; executive orders; terms and conditions; and specifications listed in this IFB.
- b. Bidder and Bidder's participation in this IFB must comply with all applicable federal, state, and local laws, rules, and policies.

II. IFB Documents

A. IFB Website.

1. The [IFB Website](#) and the [MDWFP Bid Page](#) are the only two sources for official IFB documents and updates.
2. A legal notice will also be advertised in a local newspaper of the agency's choosing.

B. IFB Addenda.

1. MDWFP reserves the right to change the Schedule of Events or issue addenda to this IFB up to two (2) working days prior to be bid opening. Information shared orally or in informal communications will not be considered an addendum unless documented in writing on the IFB Website.
2. It is the Bidder's responsibility to check the IFB Website frequently for any possible addenda that may be issued.
3. Bidder is wholly responsible for reviewing addenda and updates to the IFB Website, acknowledging addenda as required, and submitting a bid that is responsive to and compliant with the IFB as amended.
4. The State is not responsible for a Bidder's failure to review or download any addenda documents required to complete and submit a bid.
5. If an addenda is issued, an Acknowledgement of Addendum Form will be required as a part of the bid submission.

C. Waiver of Minor Informalities.

1. MDWFP reserves the right, at its sole discretion, to waive minor informalities contained in any bid as outlined in [Mississippi Procurement Manual Sections 3.106.12.4-5](#).

D. Conflicts and Issues.

1. The following should be brought to the attention of MDWFP using the process described in this IFB for asking questions or, if applicable, by filing a protest using the process described in Attachment C, Protest Information:
 - a. Any alleged conflict among the materials comprising this IFB; and
 - b. Any alleged issue relating to the content of this IFB, including instructions, requirements, or specifications alleged to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful.
2. Any protest, claim, dispute, or action based upon a conflict or issue described in 1.a or 1.b will be filed no later than seven (7) days after the Notice of Intent to Award is issued, pursuant of [Mississippi Procurement Manual Section 6.101\(1\)](#).
3. Bidders shall be responsible for determining that there will be no conflict or violation of the Mississippi Ethics Code if their company is awarded the contract. The Mississippi Board of Ethics shall be the only entity which can officially rule on ethics issues.



III. Bids

- a. **Late Delivery or Non-delivery of Bid.** Late bids are defined as Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late. 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 is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It must be determined by MDWFP that the late receipt was due solely to mishandling by MDWFP after receipt at the specified address. The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. 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.
- b. **Legibility/Clarity.** Responses to the requirements of this IFB in the formats requested are desirable with all questions answered in as much detail as practicable. The Bidder's response is to demonstrate an understanding of the requirements. Bids prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of the IFB is also desired. Each Bidder is solely responsible for the accuracy and completeness of its bid.
- c. **Errors and Omissions in Bid.** MDWFP will not be liable for any errors or omissions in the bid. Bidder will not be allowed to alter bid documents after the deadline for bid submission, except under the following condition: The State reserves the right to make corrections or clarifications where it is clearly evident, this includes but is not limited to typographical error and mathematical errors, as listed in [Mississippi Procurement Manual Section 3.106.12.4\(2\) and 3.106.13.4 \(3\)](#). The State, at its option, has the right to request clarification or additional information from the Bidder.
- d. **Bid Changes Prior to Bid Opening.**
 - i. **MAGIC Bids.** The Bidder may make changes within MAGIC at any time prior to bid opening by editing the response.
 - ii. **Hard Copy Bids.** See Attachment D, Hard Copy Bid Submittal for details regarding changes prior to bid opening.
- e. **Bid Withdraw Prior to Bid Opening.**
 - i. **MAGIC Bids.** A Bidder may withdraw a bid that has been submitted at any time up to the bid opening date and time. To accomplish this, simply follow the option outlined on the Rfx response to formally withdraw.
 - ii. **Hard Copy Bids.** See Attachment D, Hard Copy Bid Submittal for details regarding withdrawal of bid prior to bid opening.
- f. **Material in the IFB.** Bids shall be based only on the material contained in this IFB. The IFB includes official responses to questions, addenda, and other material, which may be provided by MDWFP pursuant to this IFB.
- g. **Bid Contact.** Bidders should ensure that the contact information associated with the Bidder's MAGIC account is current throughout the IFB process. The Bid Contact identified by Bidder in Part 1, Bidder Information, Acknowledgements, and Certifications of Attachment E, Bid, must be able to respond timely to communications from the State. Bidder must, within 24 hours, notify MDWFP of any change to



Bidder's Bid Contact. Bidder is wholly responsible for ensuring communications received by Bidder's Bid Contact are reviewed and addressed timely by the appropriate personnel.

- h. **Bid Development Costs.** MDWFP shall not be liable for any costs incurred by prospective Bidders or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to the IFB shall be entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by MDWFP.
- i. **Bid Validity.** All bids shall be considered valid for acceptance until such time an award is made. Award should be made within 180 days.

IV. Contract Clauses

- a. **ADDITIONAL INFORMATION.** Questions about the contract portions of the bid document must be submitted in writing to Candice Webster at procurement@wfp.ms.gov. Questions concerning the technical portions of the bid document should be directed to Candice Webster at procurement@wfp.ms.gov. Bidders are cautioned that any statements made by the contract or the technical contact person 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.
- b. **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.
- c. **AVAILABILITY OF FUNDS.** It is expressly understood and agreed that the obligation of 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 MDWFP, 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 MDWFP of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- d. **COMPLIANCE WITH LAWS.** Contractor understands that 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.
- e. **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>.
- f. **STOP WORK ORDER.**
 - i. **Order to Stop Work:** The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have



agreed, the Chief Procurement Officer shall either:

1. cancel the stop work order; or,
2. terminate the work covered by such order as provided in the Termination for Default
3. clause or the Termination for Convenience clause of this contract.

ii. **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- a) the stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and,
- b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c) **Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- d) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

g) **E-PAYMENT.** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. [Mississippi Code Annotated § 31-7-301 et seq.](#)

h) **E-VERIFICATION.** If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the statue verification system for all newly hired employees. [Mississippi Code Annotated §§ 71-11-1 et seq.](#) 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 agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a) termination of this contract for services 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;
- b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or, both.
- c) In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State. PPRB OPSCR Rules and Regulations Page 148 Effective January 18, 2020.

i) **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.

- j) **TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
- k) **REPRESENTATION REGARDING CONTINGENT FEES.** Contractor represents that it 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 or proposal.
- l) **REPRESENTATION REGARDING GRATUITIES.** The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.
- m) **ACKNOWLEDGMENT OF AMENDMENTS.** Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by MDWFP by the time and at the place specified for receipt of bids.
- n) **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.** The bidder certifies that the prices submitted in response to the solicitation have 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 the prices bid.
- o) **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES.** The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
- p) **PAYMODE.** Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
- q) **APPROVAL.** It is understood that this contract requires approval by the Public Procurement Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.
- r) **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, and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State.
- s) **NONCONFORMING TERMS AND CONDITIONS.** 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. MDWFP reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by MDWFP of non-responsiveness based on the submission of nonconforming terms and conditions.



- t) **Evaluation and Selection.** The unsolicited offer shall be evaluated to determine its utility to MDWFP and whether it would be to MDWFP's advantage to enter into a contract based on such offer. Bids shall be unconditionally accepted without alteration or correction, except as authorized in these regulations. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable. The Invitation for Bids shall set forth the evaluation criteria to be used. No criteria may be used in evaluation that are not set forth in the Invitation for Bids.
- (a) **Determination of Lowest and Best Bidder.** Following determination of product acceptability as set forth in [Subsection 3.106.13.3, Product Acceptability](#), if any is required, bids will be evaluated to determine which bidder offers the lowest cost to the State in accordance with the evaluation criteria set forth in [Subsection 3.106.03, Invitation for Bids](#). Only objectively measurable criteria which are set forth in [Subsection 3.106.13.4, Determination of Lowest and Best Bidder](#), shall be applied in [Subsection 3.106.13.4, Determination of Lowest and Best Bidder](#), shall be applied in determining the lowest and best bidder. Examples of such criteria include, but are not limited to, guaranteed buy back and ownership or life-cycle cost formulas. Evaluation factors need not be precise predictors of actual future costs, but to the extent possible such evaluation factors shall:
- (b) Be reasonable estimates based upon information the State has available concerning future use; and
- (c) Treat all bids equitably.
- u) **Notice of Intent to Award.**
1. The "Notice of Intent to Award" letter is the notification of the intent to award of the contract. However, the "Notice of Intent to Award" is contingent upon the approval by Personnel Service Review Board, if purchasing thresholds are reached at the selection process. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of MDWFP, MDWFP may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Bidder.
 2. MDWFP will also notify all unsuccessful Bidders as to the outcome of the evaluation process. The bids received along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.
 3. Any person aggrieved by the proposed award has the right to submit a protest by using the process described in Attachment C, Protest Information. Issuance of the "Notice of Intent to Award" letter starts the protest period.
 4. **Debriefings.** Debriefings may be scheduled by the participating Bidders after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Office of Support Services. Contact may be made using the IFB Contact information in Section II. A of the IFB Overview.

IV. Rights Reserved To The State

a. **Rejection of Bids.**

- i. Issuance of this IFB in no way constitutes a commitment by MDWFP to award a contract. The State reserves the right to accept or reject any or all bids submitted or to cancel this IFB if it is in the best interest of MDWFP to do so. Further, MDWFP reserves the right to cancel or decline to enter into a contract with the successful Bidder at any time after the award is made and before the contract receives final approval from PPRB.



b. Cancellation.

- i. The State may cancel this IFB at any time if the State determines that cancellation is in the best interest of the State.
- ii. Following cancellation, the State may, at its discretion, re-issue this IFB or issue another IFB for the same or similar Deliverables.

c. Bidder's Cooperation.

- i. Any Bidder has the duty to fully cooperate with MDWFP and provide any and all requested information, documentation, etc. to MDWFP when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Bidder shall not limit or impede MDWFP's right to audit or to withhold MDWFP owned documents.



Attachment C, Protest Information

This attachment is intended to provide Bidders with an overview of the State's protest law, procedures, and requirements, which may be updated and amended without notice. Bidders filing a protest are wholly responsible for locating, understanding, and complying with protest law, procedures, and requirements in effect at the time of the protest.

Complaint to Procurement Officer

Complainants should seek resolution of their complaints initially with the Procurement Officer or the office that issued the solicitation. Such complaints must be made in writing.

- **Filing of Protest**

Protestors should seek resolution of their complaints initially with the office that issued the solicitation. Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or award of a contract may protest to the Chief Procurement Officer and copy the Mississippi Department of Finance and Administration Director of the Office of Personal and Professional Service Contract Review. The protest shall be submitted in writing within seven (7) calendar days of the Notice of Intent to Award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation. A protest is considered filed when received by the Chief Procurement Officer. Protests filed after the seven (7) calendar days period shall not be considered. The Chief Procurement Officer shall submit a copy of the protest to the Office of Personal Service Contract Review within three (3) business days of receipt of a written protest. The Office of Personal Service Contract Review shall forward a copy of the protest to the Special Assistant Attorney General. To file a protest directly to the PPRB, the aggrieved party shall file a protest with the Office of Personal Service Contract Review within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than within seven (7) calendar days of the solicitation posting or award.

- **Subject of Protest**

- Protestors may file a protest on any phase of solicitation or award including, but not limited to, specification preparation, bid solicitation, award, or disclosure of information marked confidential in the bid or offer.

- **Form**

- To expedite handling of protests, the envelope should be labeled "Protest." The written protest shall include as a minimum the following:
 - the name and address of the protestor;
 - appropriate identification of the procurement and if a contract has been awarded, its number;
 - a statement of reasons for the protest; and
 - supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated



Attachment D, Hard Copy Bid Submittal

I. Hard Copy Bid Submittal

A. Bidders with the inability to submit their bid electronically may submit their bid via Hard Copy to MDWFP.

B. Bids may be mailed or delivered by hand or courier service to the MDWFP's physical location at:

Mississippi Department of Wildlife, Fisheries, & Parks
Candice Webster, Procurement Team Lead
1505 Eastover Drive
Jackson, MS 39211

C. Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to MDWFP's physical location. MDWFP is not responsible for any delays caused by the Bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.

D. **Important:** Clearly mark outside of envelope, box or package with the following information:

1. Bid Name
2. Solicitation Number
3. Bid Opening Date and Time

II. Number of Copies of Hard Copy Bids

A. The Bidder shall submit one (1) signed, hard copy of the bid containing signature(s) of those company officials or agents duly authorized to sign bids or contracts on behalf of the organization. This should be marked "original".

B. The Bidder shall submit one (1) copy of the signed hard copy bid containing signature(s) of those company officials or agents duly authorized to sign bids or contracts on behalf of the organization. This should be marked "copy".

III. Hard Copy Bid Response Format

A. Hard Copy Bids submitted for consideration should use the forms in Attachment E, Bid.

IV. Bid Changes Prior to Bid Opening

If the Bidder needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Bidder, cross-referenced clearly to the relevant bid section, prior to the bid opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the bid. The last received bid will be considered as the final copy and all prior copies will be disregarded.



Attachment E, Bid

Part 1: Bidder Information, Acknowledgements, and Certifications

I. BIDDER INFORMATION

A. Company's Full Legal Name: _____

B. Primary Business Address: _____

C. Federal Tax Identification Number: _____

D. Entity Type:

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Corporation

II. BID DETAILS

Please include any relevant information, brochures, and/or specifications.

A. **BID ITEM:**

Please complete the attached bid proposal sheet. Only fill out the locations that are applicable.

III. BID CONTACT

The Bid Contact must be able to respond timely to communications from the State. Bidder must, within 24 hours, notify the State of any change to Bidder's Bid Contact.

A. Bid Contact Name: _____

B. Bid Contact Title: _____

C. Bid Contact Email: _____

D. Bid Contact Phone Number: _____



IV. ACKNOWLEDGEMENTS AND CERTIFICATIONS

By signing below and submitting a response to this IFB, Bidder acknowledges and certifies the following:

A. Debarment. (Check one of the below.)

- ☐ Neither Bidder nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency.
- ☐ Bidder cannot certify the statement above, and Bidder will affix a written explanation to this Attachment D for review by the State. If after reviewing Bidder's written explanation the State determines it is not in the best interest of the State to award Bidder a Contract, the State may reject Bidder's bid.

B. Non-collusion.

- ☐ This bid has been developed independently by Bidder and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Bidder or supplier of Product in a manner designed to limit fair and open competition.
- ☐ The contents of this bid have not been communicated by Bidder or its employees or agents to any person not an employee or agent of Bidder and will not be communicated to any such persons prior to the IFB Opening Date.

C. Conflicts of Interest. (Check one of the below.)

- ☐ Bidder represents that none of its officers or employees are officers or employees of MDWFP and that none of its officers or employees have a conflict of interest as defined by the laws, rules, or policies of the State.
- ☐ Bidder cannot certify the statement above, and Bidder will affix a written explanation to this Attachment D for review by MDWFP. If after reviewing Bidder's written explanation MDWFP determines it is not in the best interest of the State to award Bidder a Contract, MDWFP may reject Bidder's bid.

D. Confidential, Proprietary, or Protected Information. As set forth in Attachment B, Standard IFB Terms and Conditions, if Bidder is claiming any portion of its bid as confidential, proprietary, or protected, Bidder must submit with Bidder's bid a redacted copy of Bidder's bid, which must be clearly marked as such. Bidder may not mark pricing or Bidder's entire bid as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Bidder as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Bidder fails to submit a redacted copy of Bidder's bid, or fails to claim information as confidential, proprietary, or protected in compliance with this IFB, Bidder releases the State from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

- ☐ Bidder certifies that confidential, proprietary, or protected information is listed herein.
- ☐ A redacted copy of the bid has been included.

E. Understanding of the IFB. Bidder has read the IFB in its entirety and understands and agrees to comply with all requirements set forth therein. Any conflicts in the materials composing the IFB and any issues relating to the content of the IFB, including instructions, requirements, or



specifications Bidder believes to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful, have been brought to the attention of the State using the process described in the IFB for asking questions or, if applicable, by filing a protest. In accordance with Attachment B, Standard IFB Terms and Conditions,

- F. **Acceptance of Procedures.** Bidder accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this IFB.

SIGNATURE

The undersigned is one of the following:

1. The Bidder, if Bidder is an individual;
2. A partner in the company, if Bidder is a partnership; or
3. An officer or employee of the responding corporation having authority to sign on its behalf, if Bidder is a corporation.

By signing below, the undersigned warrants that the representations made and the information provided in Bidder's bid are true, correct, and reliable for purposes of evaluation for a potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the undersigned, Bidder, or both to suspension or debarment proceedings, as well as other remedies available to the State by law, including termination of any Contract awarded to Bidder.

BIDDER:

Signature

Date

Printed Name

Title

Email Address

Phone Number

