NOTICE AND INSTRUCTIONS

RFX3160008400

1.0 GENERAL

The Mississippi Transportation Commission (MTC) intends to utilize the Sealed Bid Process to award a contract for **rental of tractors, Specification Number 631-TRC-D3, District III, Yazoo City, MS** for the Mississippi Department of Transportation (MDOT). The contract period shall be **January 1, 2027 through December 31, 2027.**

2.0 BID SUBMITTAL

2.1 SUBMITTAL DEADLINE

Sealed competitive bids will be received until **Monday, November 30, 2026 at 10:30 am CST** at the William J. "Billy" McCoy Building, (Department of Transportation Building), Procurement Division, 5th Floor, 401 North West Street, Jackson, Mississippi, 39201 or electronically into the MAGIC Procurement Portal as described herein and shortly thereafter publicly opened.

2.2 RESPONSE TO RFX (BID)

When submitting the bid, the bidder must ensure all questions have been answered within the RFX and all proposed items in the RFX have a response.

2.3 ELECTRONIC BID SUBMITTAL

Sealed Competitive Bids are encouraged and are preferred to be submitted electronically through the State of Mississippi's MAGIC system through one of the following websites:

https://portal.magic.ms.gov

https://www.ms.gov/dfa/contract bid search/Contract.

Please use either of the websites above to search for RFX Number 3160008400

Attachments C and D must be submitted with bid

2.4 ELECTRONIC COMPETITIVE SEALED BID SUBMITTAL ASSISTANCE

Bidder must include the Bid number as listed in the advertisement. Please refer to **Attachment A** for instructions for RFX responses in MAGIC. If assistance is needed, please call the Mississippi Management and Reporting System (MMRS) help desk at 601-359-1343, select Option 2 for MAGIC functionality. Please allow a day or two for assistance with your issue.

Bidders must be registered in MAGIC when submitting an electronic bid proposal.

If the bidder is not registered as a vendor for the State of Mississippi, please go to the following website: http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/ and click on Mississippi Suppliers (Vendors) on left side of the webpage. Arrow to bottom of page and select Supplier Self Service and click the link "MAGIC Supplier Self-Service Reference Guide" (**Attachment B**). This website has information for registering as a vendor for the State of Mississippi. For additional assistance, please contact the MMRS help desk at 601-359-1343.

Bidders must be registered in MAGIC when submitting an electronic bid proposal.

2.5 SEALED PAPER COMPETITIVE BID SUBMITTAL

If the bidder cannot submit an electronic bid proposal, a sealed paper competitive bid will be received by the MTC at its offices in the William J. "Billy" McCoy Building, (Department of Transportation Building), Procurement Division, 5th Floor, 401 North West Street, Jackson, Mississippi, 39201 until **Monday, November 30, 2026 at 10:30 AM CST.**

2.6 SEALED PAPER COMPETITIVE BID SUBMITTAL INSTRUCTIONS

Proposals must be made on forms furnished by MDOT or they will not be considered. Letters will NOT be considered as part of the proposal. **Any alteration of the bid forms in any manner shall be considered non-conforming and bid shall be rejected.**

If submitting an ALTERNATE BID, **make copies of the original forms and submit as a separate bid.**

Facsimile transmissions or email submissions will not be accepted for Bid Submittals.

Conditional or qualified bids will not be considered.

Attachments C and D must be submitted with bid.

3.0 PRODUCTS AND SPECIFICATIONS

3.1 SPECIFICATIONS RENTAL OF TRACTORS

SPECIFICATIONS –Rental of Tractors (**ATTACHMENT C)**

Attachment C must be c submitted with Bid.

3.2 REQUIRED LITERATURE

Literature MUST BE SUPPLIED with the Bid to substantiate compliance with SPECIFICATIONS (Attachment C).

**** IF LITERATURE IS NOT PROVIDED, BID MAY BE REJECTED. ****

4.0 PROTEST PROCEDURE

4.1 PROTEST INFORMATION

It is the intent of the NOTICE AND INSTRUCTIONS and accompanying SPECIFICATIONS (Attachment C) to obtain a product that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective bidder to review the entire Notice and Instructions and proposal packet and to notify MDOT Procurement Division if the Specifications or Instructions are formulated in a manner which would unnecessarily restrict competition. Any protest or question concerning the specifications or bidding procedures must be received **in writing** by the MDOT Procurement Division by **Tuesday, November 24, 2026 at 10:00 am CST** The MDOT Procurement Division may be reached at telephone number 601-359-7300, facsimile number 601-359-7302, or aharrell@mdot.ms.gov

Protest of the award of this bid shall be done in accordance with Chapter VI of the Procurement Manual of the Office of Purchasing, Travel and Fleet Management of the Mississippi Department of Finance and Administration.

5.0 GENERAL BIDDER INSTRUCTIONS

5.1 INSTRUCTIONS FOR BIDDERS

Detailed information may be obtained from the MDOT Procurement Division by calling (601) 359-7300.

The MTC reserves the right to reject any or all bids and to accept all or only certain units of any bid. The MTC reserves the right to award one or more of the items in the various proposals to one or more companies.

It is understood that all proposals are submitted on the basis of complying with the provisions, terms and specifications set out herein, and in the proposal forms, **provided that this can be done under the various government rulings and directives now in effect or which may be issued during the period of contract.** In the event bidder bids on furnishing any materials which are prohibited from being manufactured by a Government ruling or directive and are awarded such materials, bidder will not be required to make such shipment of said prohibited materials so long as Government directive is in effect. However, any change in specifications or provisions of the quotation should be discussed with MDOT promptly upon advisement of the Government ruling or directive necessitating a change.

The MTC reserves the right to waive minor technicalities on bid proposals and specifications when it is in the best interest of MDOT. The MTC reserves the right to waive minor technicalities when it is in the best interest of the State of Mississippi.

Unless otherwise specified, all formal bids shall be binding for a minimum of sixty (60) days after opening. If a bid is withdrawn after opening, bidder will be removed from the list of eligible bidders for a period of (6) six months.

Failure to respond on three contract advertisements will result in removal from the prospective bidders list.

Biddermust be duly qualified to do business and in good standing in the State of Mississippi and remain duly qualified and in good standing throughout the term of the contract and for as long thereafter as any obligations may remain outstanding under the contract.

To register or check bidder's status with the State of Mississippi, visit https://corp.sos.ms.gov/corp/portal/c/page/login/portal.aspx.

5.2 OFFICE CLOSURE

If the location of the bid opening to the public 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 location shall be open to the public 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 bidders/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 closure as a result of a Force Majeure Event. Each bidder/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.

6.0 BIDDER AWARD INSTRUCTIONS

6.1 AWARD CRITERIA

Award will be made, based on the lowest bid meeting MDOT specifications and bid requirements

6.2 AWARDED BIDDER INSTRUCTIONS

If award is made by the MTC, a contract will be forwarded to the successful bidder. Upon receipt of the properly executed contract by the MDOT Procurement Manager, a Notice to Proceed will be issued. Any action by a bidder prior to the receipt of the Notice to Proceed will be at the bidder's **"OWN RISK"** and MDOT will not be held liable for such action.

6.3 CONTRACT TERM

The contract shall begin on January 1, 2027 until December 31, 2027. If a contract is awarded and executed in connection with this proposal, the MTC reserves the right to extend the agency contract for this proposal for up to forty-eight (48) months, twelve (12) months at one time, upon written acceptance of both parties. The contract shall not exceed sixty (60) months. The contract extension shall begin on the original termination date or the extension termination date. The only terms of the Tractor Rental Contract that will change in the extension of the contract will be the contract performance period and the potential price adjustment in the Consumer Price Index Section below.

6.4 CANCELATION OF CONTRACT

Any contract or item award may be canceled with or without cause by the MTC upon 30 days written notice of intent to cancel. Cause for the MTC to cancel may include, but is not limited to: cost exceeding current market prices for comparable purchases, request for increase in prices during the period of the contract, or failure to perform to contract conditions. The bidder will be required to honor all purchase orders prepared and dated prior to the date of expiration or cancelation if received by the bidder within a period of 30 days following the date of expiration or cancelation. Cancelation by the MTC does not relieve the bidder of any liability arising out of a default or nonperformance. If a contract is canceled by the MTC due to the request for increase in prices or failure to perform, bidder may be removed from the bidders list for a period of twelve (12) months. Protests of said removal from the bidders list shall be in accordance with Chapter VI of the Procurement Manual of the Office of Purchasing, Travel and Fleet Management of the Mississippi Department of Finance and Administration.

7.0 SUBMITTAL INSTRUCTIONS FOR A SEALED PAPER COMPETITIVE BID

The instructions in Section 7.0 are to be utilized when the bidder chooses to submit a paper bid rather than submitting the sealed competitive bid electronically into the MAGIC System (per Section 8.0).

Bids must be submitted in sealed envelope(s).

***** RFX IDENTIFICATION INFORMATION MUST BE REFLECTED ON THE OUTSIDE OF THE ENVELOPE AS SHOWN BELOW. *****

STREET DELIVERY:

RFX 3160008400
Procurement Division (5th Floor)
William J. "Billy" McCoy Building
Mississippi Department of Transportation
401 North West Street
Jackson, MS 39201

_____ I/We certify that we have read and understand the **"NOTICE AND INSTRUCTIONS"** which are a part of this bid.

COMPANY: _____ NAME: _____
(Print or type)

ADDRESS: _____ SIGNATURE: _____

_____ TITLE: _____

PHONE: _____ DATE: _____

FAX: _____

EMAIL: _____

Sign your bid and return it, as shown above.

The **"NOTICE AND INSTRUCTIONS"** is a part of your bid, sign and return with your bid.

BRAD WHITE
EXECUTIVE DIRECTOR
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

8.0 COMPETITIVE SEALED BID ELECTRONIC SUBMITTAL INSTRUCTIONS

The instructions in Section 8.0 are for the electronic submittal of the bids by the bidder in the MAGIC System.

Please refer to sections **2.3 and 2.4** of the "**NOTICE AND INSTRUCTIONS"** for further information on the electronic submittal of the bid in the MAGIC System.

The **"NOTICE AND INSTRUCTIONS"** is a part of the bid, and by submitting an electronic bid, the bidder acknowledges and certifies that it has read and understands the **"NOTICE AND INSTRUCTIONS"** which is a part of this bid.

BRAD WHITE
EXECUTIVE DIRECTOR
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

9.0 PROPOSAL

PROPOSAL FOR THE RENTAL OF TRACTORS

Mississippi Transportation Commission
Department of Transportation Building
Jackson, MS. 39201

Gentlemen:

Pursuant to your advertisement for proposals to be received until **Monday, November 30, 2026 at 10:30 AM CST**, I/We_____, residing at _____, do submit our bid for furnishing the following in accordance with the "Standard Specifications for Road and Bridge Construction" adopted 2017, and any amendment made thereto, your "SPECIFICATIONS" and the "NOTICE AND INSTRUCTIONS". This proposal is made without collusion on the part of any person, firm or corporation.

Our prices are quoted in FIGURES ONLY for furnishing tractors, FOB MDOT **District III, Yazoo City, MS.**

All items must be NEW and of CURRENT make and model. Any and all equipment for which bids are submitted must have been produced, or replaced earlier makes of the same model that is submitted, for a minimum of the last three (3) years.

MDOT reserves the right to request samples of equipment for inspection and evaluation at any time in the bid process up until the time of award. The MTC reserves the right to reject any bid that, in the opinion of MDOT, does not meet the intent of the bid proposal, or does not appear to have been manufactured with materials or labor workmanship to produce an acceptable standard of quality.

Number of Tractors

The contract shall provide thirty (30) tractors new and of current models for rent at various locations in **District III, Yazoo City, MS**.

Escalation Clause

Contract prices for equipment and/or services will remain firm through December 31, 2027.

If necessary, bidder must request price adjustment, in writing, 30 days prior to extension date. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All items, and Jackson, MS area.

If a bidder fails to request a CPI-U price adjustment 30 days prior to the extension date, the adjustment will be effective 30 days after MDOT receives the written request, if approved.

The price adjustment rate will be determined by comparing the percentage difference between the CPI-U in effect for the base six month average; January 2027 through June 2027; and each January through June six month average thereafter. The percentage difference between those two CPI-U issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

Rental Period

This will be an eight-month rental period which begins April 15th and ends December 15th of each year. Units will be delivered by the bidder to MDOT, **District III, Yazoo City, MS** on or before April 15th, but not before April 1st of each year. The bidder will pick up the units on or after December 15th and before December 31st of each year.

Base Rent

The rental agreement is based on guaranteed MDOT use of 350 hours for each tractor with a maximum use not to exceed 400 hours for an eight-month rental per tractor, but actual usage may vary by location. Usage beyond 400 hours will be paid at 1.5 times the 8 month hourly rate at the end of the rental period and on a separate invoice.

Penalties for Late Delivery

A penalty of $100 per tractor will be imposed for every day the rented equipment is past due from the specified delivery date. MDOT will bill the bidder either at the inception of the rental or upon the rental return.

Invoicing and Payments

All payments will be processed through the District Office, Yazoo City, MS. At MDOT's option, payments will be made by one of the following ways for the guaranteed 350 hours: 1) complete payment invoiced at the time of delivery for the entire 8-month rental period, or 2) two separate and equal installments. Payments made in installments will be made at the beginning of the first and sixth month of the rental period. Payment will be made only upon delivery and acceptance. Usage beyond the guaranteed amount of 350 hours will be paid at the end of the rental period and on a separate invoice. The District Equipment Manager will verify hours when the bidder picks up the unit. The bidder should be sure to include the purchase order number on all packing lists, invoices, and other important correspondence to assist in prompt payment.

Maximum Initial Hours

The bidder will guarantee ten (10) units will not be more than four hundred (400) hours maximum when MDOT receives the units. The bidder will guarantee a minimum of twenty (20) tractors will have zero (0) – ten (10) hours of usage when MDOT receives the units. Equipment must be new current models and all future replacement models that meet specifications are acceptable. All units delivered must be completely covered by the manufacturer's warranty for the entire length of the rental period and include parts, labor, and transportation.

Equipment Damage

MDOT will responsible for abuse or damage to the unit beyond normal expected wear for highway mowing operations. Repairs for abuse or damage shall be made by MDOT or its designee or the bidder and will be mutually agreed upon by MDOT and the bidder. MDOT will be responsible for this expense, but will have sole discretion to determine whether the damage exceeds normal wear and tear.

MDOT shall be invoiced for damage claims no later than 60 days after returning the equipment.

Tires

The bidder shall be responsible for any tire failure due to mechanical or manufacturer defect.

All tires shall be brands, models, and sizes readily available from multiple dealers in the domestic market. The bidder may install used tires on tractor rims, but tires supplied must have at least 2/3 tread remaining. No fluid-filled tires will be accepted.

MDOT will fund and perform all tire repairs (not due to mechanical or manufacturer defect) during the rental period according to professional standards. MDOT will replace inoperable tires with the same make and model tires originally supplied with the tractor.

Upon bidder retrieval at the end of the rental period, if the tire(s) will hold air without a boot, MDOT will not pay for the replacement of the tire.

Insurance

Physical and/or vandalism damage insurance coverage shall be provided by the bidder on each unit rented for the rental period or until return to bidder. MDOT will not be responsible for theft, vandalism, flood, or other Acts of God. If MDOT is found to be at fault, then MDOT will ONLY be responsible for a maximum deductible of $1,000.00 per unit for any damage not covered by the bidder's insurance.

Maintenance and Repair

The bidder shall furnish all necessary replacement parts and repairs, unless otherwise specified. The bidder or bidder's representative is responsible for all warranty repairs at no cost to MDOT for parts, labor, or transportation.

If equipment is not repairable on site, bidder or bidder's representative thereof shall make an attempt to transport the equipment that day, not later than 48 hours from time of MDOT's call. No penalty or void of warranty will be at the liability of MDOT should theft, vandalism, flood, or other Acts of God occur while the equipment is out of service for repair.

Service

All routine service will be performed by bidder on site of the assigned equipment within seven (7) business days of the MDOT's call. If the time-frame cannot be met, arrangements must be made by the bidder to accommodate MDOT's need.

Downtime

If the unit is unavailable for use it at any time due to OEM equipment failure, the bidder must substitute a loaned unit of mutually agreed upon type within four (4) business days of notification

from MDOT that the tractor is inoperable. If the unit or substitute is unavailable for more than ten (10) business days during the rental period, the bidder will be billed $100.00 per unit per calendar day for each day not available. (At MDOT's option, consideration will be given to this reduction if prior arrangements have been made with the District Office).

Tractors to be delivered FOB to MDOT District III Headquarters, 1240 Highway 49, West, Yazoo City, MS 39194
Rental of tractors per SPECIFICATION number 631-TRC-D3

Cost per hour per unit $_____ for 350-400 hours over 8 months

RFX3160008400

COMPANY: _____ NAME: _____
(Print or type)

ADDRESS: _____ SIGNATURE: _____

_____ TITLE: _____

PHONE: _____ DATE: _____

FAX: _____

EMAIL: _____

10.0 MISSISSIPPI TRANSPORTATION COMMISSION
CONTRACT TERMS AND CONDITIONS

_____ I/We certify that we have read and understand the **"MTC NOTICE AND INSTRUCTIONS (ATTACHMENT E),"** and if awarded the proposed bid, the terms and conditions will be followed accordingly. I/We understand that the "NOTICE AND INSTRUCTIONS" and any attachments (including, but not limited to, the SPECIFICATIONS (Attachment C)), as well as my/our responses to this solicitation will be fully incorporated by reference in the "TERMS AND CONDITIONS" of any contract that may be executed as a result of this solicitation.

ATTACHMENT E does not need to be complete or submitted. The bidder shall acknowledge by initialing the blank in the paragraph above that the terms and conditions have been read and understood. An agency contract will be sent to the bidder after the contract is awarded.

Please complete the following:

COMPANY: _____ NAME: _____
(Print or type)

ADDRESS: _____ SIGNATURE: _____

_____ TITLE: _____

PHONE: _____ DATE: _____

FAX: _____

EMAIL: _____

11.0 INOVICING AND PAYMENT

Please complete the section below.

This section pertains to invoicing and payment. The bidder name and address below is what will appear on the invoice submitted by the bidder to MDOT for the rental of tractors if a contract is awarded to the bidder.

BIDDER
NAME: _____

ADDRESS: _____

_____

12.0 CHECKLIST INFORMATION

Failure to submit all items that are checked (X) below may cause your bid to be considered irregular and be rejected:

(X) "NOTICE AND INSTRUCTIONS" – signed and enclosed (Section 7.0, Sealed Paper Competitive Bid Submittal)

(X) "PROPOSAL" – completed and enclosed (Section 9.0)

(X) Acknowledgement of MTC "CONTRACT TERMS AND CONDITIONS" – (Section 10.0)

(X) Correct RFX number is used in address – (final portion of Section 9.0, "PROPOSAL")

(X) Invoicing and Payment- (Section 11.0)

(X) "SPECIFICATIONS" – completed and enclosed (Attachment C)

(X) Detailed literature to prove compliance with "SPECIFICATIONS" – (Attachment C)

(X) "EEV CERTIFICATION AND AGREEMENT" – Employment Eligibility Verification, signed and enclosed (Attachment D)