



Invitation for Bid

Compact Hydraulic-Crawler Mounted

**Solid Waste, Department of Public Works
City of Jackson, Mississippi**

IFB # 76585-101425

IFB SUMMARY: The City of Jackson's Solid Waste Division is seeking a Compact Hydraulic-Excavator for digging, lifting and moving materials especially in confined spaces.	
NIGP CODE:	76585
IFB ISSUE DATE	September 18, 2025
PROPOSAL DUE DATE	Bids will be accepted by the City of Jackson until 3:30 PM CT on October 14, 2025. Bids submitted after the deadline will <u>NOT</u> be considered.
PROPOSAL SUBMISSION PROCESS	<p>You may submit your bids electronically through Central Bidding or in hardcopy form.</p> <p>For <u>electronic submissions</u>, bids may be submitted via Central Bidding: https://www.centrauctionhouse.com/IFBc10376-city-of-jackson.html Electronic submissions shall be the complete original (non-redacted) version of the bid including all attachments in a searchable format, preferably in Microsoft Word® or Portable Document Format (PDF®), and labeled accordingly.</p>

	<p>For <u>hardcopies</u>, bids shall be submitted in a sealed envelope or box. The exterior of the sealed envelope or box shall be clearly labeled Compact Hydraulic Excavator Crawler Mounted and include the bidder's business name. Please submit your signed bid:</p> <ol style="list-style-type: none"> 1. By <u>mail</u> to Jackson City Clerk's Office: P. O. Box 17, Jackson, MS 39205 <p>-OR-</p> <ol style="list-style-type: none"> 2. By hand <u>delivery</u> to Jackson City Clerk's Office/City Hall located at 219 South President Street, Jackson, MS 39201, (601) 960-1035. <p>For additional instructions and details on the proposal submission process, consult Section 2.2 ("Submission Process") of the IFB.</p>
IFB WEBSITE	<p>Electronic copies of the IFB may be found at one of the following websites online:</p> <ol style="list-style-type: none"> 1. City of Jackson: https://www.jacksonms.gov/bid-opportunities 2. State of Mississippi: https://www.ms.gov/dfa/contract_bid_search/Bid <p>If necessary, the bid package with specifications can also be secured from the Purchasing Division located at: Warren Hood Building, 200 S. President St., Room 604, Jackson, MS 39201, (601) 960-1025.</p>
OFFICIAL IFB CONTACT	<p>For additional information regarding specifications, contact:</p> <p>Lakesha Weathers Solid Waste Manager Department of Public Works Solid Waste Division 200 South President Street lweathers@city.jackson.ms.us 601-960-2333</p> <p>For additional questions on the IFB submission process or to request access to the digital bid templates, please contact:</p>

	<p>The Purchasing Division Department of Finance & Administration Warren Hood Building 200 S. President St., Room 604 Jackson, MS 39201 (601) 960-1025</p>
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1. Scope of Work and Requirements

Hydraulic Excavators Bid Specifications for the Solid Waste Division

General

The lease/purchase of new hydraulic excavator for 48 months/ 6000 hours or 60 months/7500 hours with sell or trade of used excavator must be new, unused current production track mounted model and shall be bid with standard equipment as shown in the manufacturer's printed literature. Modifications of existing models to meet these specifications will not be permitted. The excavator shall be in the United States of America or equal to. Lease payments will be semiannual with first payment due 6 months after delivery.

Operating Weight

The advertised operating weight of the base excavator, including all standard equipment, lubricants, coolants, full fuel tank and operator must be a minimum of 79,000 lbs.

Engine

The engine shall be water cooled, four cycle, six cylinder, turbo charged, direct injection diesel with a minimum SAE flywheel hp of 268 tier 3 compliant. Engine displacement shall not be less than 537 cu. A two stage, dry type air cleaner shall be used. Control of the engine speed shall be electronic. A dial in the operator's cab shall control engine throttle or equal to.

Operator Cab

The operator compartment shall protect the operator from the environment. The front windshield shall be mounted on tracks and be able to be swung up into a secure position in the cab ceiling by the operator in order to provide improved visibility forward and down. The cab itself shall be mounted on viscous dampers to absorb shock to the operator. An electronic diagnostic/ control panel shall be in the operator's plain view. A computer shall constantly monitor machine functions, be able to self-diagnose problems and alert the operator of any malfunctions or potential problems. The operator seat shall be a suspension type and be fully adjustable. Control of all boom, arm and bucket functions shall be through two multi-position, proportional pressure control levers. The levers shall be mounted in separate adjustable consoles, one to each side of the operator or equal to.

Electrical

The excavator shall have a 24-volt electrical system 65-amp alternator, dual 12v 170 Ah batteries and one front light mounted right of the operator or equal to.

Operator Dimensions

The unit shall be equipped with a boom of 21'3" length and arm of 10'5" length. Maximum digging depth shall be at least 24'3". Maximum digging reach shall be 35'10" at ground level. The bucket shall be of a heavy-duty construction and have a capacity of not less than 3 cu yards.

Travel and Brakes

Travel shall be fully hydrostatic. Each track shall be driven by a separate hydraulic motor. The motor shall drive each track through a double reduction planetary drive. The excavator shall have three selectable travel speeds. The operator shall have the ability to change travel speeds while the unit is in motion. Maximum travel speed shall be at least 3.0 mph. Travel shall be controlled by floor dual pedals and/or levers in the operator's compartment. An audible travel alarm shall sound anytime the machine is traveling to warn bystanders. Service braking shall be automatic and hydraulic through the drive motors. The parking brake shall be of the oil disc type or equal to.

Undercarriage

The track frames shall be of an all welded, box-section type construction and rigidly mounted to the main frame. The mainframe shall be an X-frame to maximize strength. Each track frame shall have 2 rigidly mounted track (top) rollers and 8 carrier (bottom) rollers. Each track shall consist of 48 track shoes which shall be 34.0" in width. Track gauges shall not be less than 8'6". Track tension shall be adjusted hydraulically or equal to.

Swing

The upper structure shall have the capability to swing 360 degrees in either direction. Swing effort shall be provided to the upper structure by hydraulic motor through double reduction planetary gearing. Swing speed shall be a minimum of 10 rpm. Tail swing shall not exceed 11'6". There shall be an oil disc brake to lock the upper structure or equal to.

Paint

The hydraulic excavator and all attachments shall be painted the standard manufacturer's color, unless otherwise noted or equal to.

MAINTENANCE AGREEMENT

Dealer performed scheduled maintenance per manufacturer's specifications during the warranty period with a guaranteed buy back.

CONDITIONS OF SALE

- A. After the lease term, the seller agrees to repurchase the Hydraulic Excavator title free and clear, within thirty (30) days of written notification of the City of Jackson Solid Waste Division's desire to sell the Hydraulic Excavator.

- B. Seller will pay total cost of maintenance and repair, to include parts, labor, transportation, oil, grease filters, antifreeze, batteries, lights and accessories, from date of delivery to end of lease.
- C. The City of Jackson Solid Waste Division will assume the expense of expendable fuel and wear items such as teeth, cutting edges, ect excluding undercarriage maintenance.
- D. Undercarriage maintenance is to be included for full term of lease by the seller.
- E. Should seller not complete repairs within five normal working days or within the scheduled time set by the manufacturer, whichever is less, the seller shall provide a Hydraulic Excavator of equal capacity at no cost to the City of Jackson Solid Waste Division. Failure to provide a Hydraulic Excavator after five days of down time will result in the sum of \$_____ per day being added to the guaranteed buy back amount.
- F. Seller will inspect the Hydraulic Excavator at any reasonable time and may make repairs and perform maintenance, upon notice to the City of Jackson Solid Waste Division Landfill Superintendent.
- G. Seller will be notified by the City of Jackson Solid Waste Division in advance of operating hours at which the Hydraulic Excavator requires preventive maintenance, oil and filter changes and repair inspection.
- H. The Hydraulic Excavator will be operated by City of Jackson Solid Waste Division personnel in purposes for which it is designed.
- I. The City of Jackson Solid Waste Division will assume responsibility for all repair cost resulting from damage due to fire, windstorm, flood, rising water, lightning, theft, pilferage, vandalism, accidents, and operator's negligence.
- J. The seller will maintain the equipment in accordance with manufacturer's recommendations.
- K. All transportation cost for the purpose of repairs will be paid by the seller.
- L. The City of Jackson Solid Waste Division has the right to sell, lease, loan, trade or otherwise disposes of the Hydraulic Excavator at its discretion. Such action shall make this contract null and void.
- M. This contract will terminate at the end of 48 months/6,000 or 60 months/7,500 operating hours, whichever occurs first, but the City of Jackson Solid Waste Division may elect not to sell the Hydraulic Excavator back to the seller.

N. In the event of disagreement as to interpretation of application of this contract, and arbitration board shall be set up to arbitration and resolve any disagreement and/or to help interpret this contract as the need may arise. The arbitration board shall have one man appointed by the City of Jackson Solid Waste Division, one man appointed by the Seller, and a third person to be selected by the two previously named. The ruling of any two members of the arbitration board will be binding on both parties.

**SERVICE: EQUIPMENT TO BE DELIVERED FULLY ASSEMBLED READY TO OPERATE. FACTORY OR
OR
DEALER REPRESENTATIVES ARE TO GIVE LANDFILL SUPERINTENDENT
INFORMATION
ON OPERATION AND SERVICE REQUIREMENTS**

WARRANTY: FULL MACHINE WARRANTY FROM DELIVERY DATE TO END OF LEASE 48 MONTHS/6,000 HOURS OR 60 MONTHS/7,500 HOURS

**PARTS
AVAILABILITY: WITHIN THE STATE OF MISSISSIPPI
LITERATURE: TWO (2) SETS OF OPERATOR'S MANUAL AND TWO (2) CD ROMS OF THE
THE SAME; TWO (2) PART BOOKS AND TWO (2) AND TWO (2) CD ROMS OF
SAME TO BE FURNISHED WITH THIS UNIT ALSO THE SELLER WILL
FURNISH WITH THIS UNIT. ALSO THE SELLER WILL FURNISH AND INCLUDE
OPERATOR TRAINING.**

**CERTIFICATION: THE MANUFACTURERS SHALL FURNISH CERTIFICATION THAT THIS
MACHINE SHALL MEET OR SURPASS THE REQUIREMENTS OF
DEPARTMENT OF LABOR SAFETY AND HEALTH REGULATIONS AS LISTED**

**IN
THE FEDERAL REGISTER (OSHA) A FULL FUEL CONSUMPTION CHART
FROM MANUFACTURER OF FUEL USAGE FROM LOW, MEDIUM AND
HIGH WORK LOAD. INCLUDE A LETTER CERTIFYING WARRANTY FOR
TERM OF LEASE 48 MONTHS/6,000 HOURS OR 60 MONTHS/7,500 HOURS AND
A LETTER OF SERVICE AGREEMENT OF THE SAME. PROPOSER MUST
FURNISH CERTIFICATION SHOWING THE STARTING MANUFACTURE DATE
AND STARTING SERIAL NUMBER OF CURRENT MODEL PROPOSED.**

DESCRIPTIVE LITERATURE IS TO BE FURNISHED TO SUBSTANTIATE THE DETAILS SPECIFIED IN THE PROPOSAL.

Delivery

The Hydraulic Excavator shall be delivered 60 days from receipt of order.

Additional Options

Full Landfill Package installed by manufacturer consisting of the following:

1. Guarding of turntable bearings
2. Screening on front windshield
3. Cylinder guards on bucket cylinder
4. Additional engine compartment guarding
5. Lincoln lube system to each grease port grease lines and systems must be guarded from damage and warranted.
6. Manufacturer designed and factory installed hydraulic thumb with minimum rotation of 205 degrees.

2. Submission Instructions

2.1. Format

- I. You are required to **send one (1) original and three (3) copies** of all information being submitted. You are also required to sign your documents. This includes your bid form, completed EBO application, and any information you submit with your bid (research data sheets, booklets, pamphlets, etc.), or your bid may be considered non-responsive. Your bottom-line bid price must be submitted on the form provided by the city in the [Appendix](#) section when noted unless otherwise instructed. If more than one complete bid is submitted per a delivery envelope, it will not be accepted as an official bid.
- II. The complete bid pricing section must be returned if you submit a bid and any required/mandatory documents (example: bids having more than one bid section, parts, pages, or a checklist).
- III. The instruction and specification sections should not be returned with your bid proposal forms. They are yours to keep.
- IV. Proposal forms must be legibly handwritten or typed. If not, they will be considered non-responsive. Errors or corrections must be crossed out and changes must be printed in ink or typewritten. All changes must be initiated in ink by the person signing the bid.

- V. The unit price will always govern in determining the extended price or the total price. Therefore, please review your price carefully before submitting your bid. No bid shall be altered or amended after the specified time for bid opening or once delivered.
- VI. The manufacturer's name and model must be stated when required for each item. Any item without this information may not be considered.
- VII. Do not submit prices for more than one product, or the same product per item. This means only one product, one size, and price per bid form as specified in the package.
- VIII. Alternate bids are not acceptable unless submitted in a separate sealed routing envelope, and in no way concealed in a delivery envelope. Alternate bids may be submitted but will not necessarily be accepted by the city. The city reserves the right to determine whether an alternative being offered is equivalent to and meets the standard or the specifications. All bids submitted must be on the bid proposal forms furnished by the city or copies thereof. Otherwise, it will not be considered.
- IX. Any bid received with limiting or conditional requirements will automatically be deemed non-responsive (example: all or none; all items must be ordered at the same time, specified amount to be ordered, no notation or other packaging pricing below the submitted price).
- X. Facsimile-transmitted proposals or other documents are not acceptable.
- XI. All one-time awards must be valid for a minimum of 90 days from the bid opening date. All term bids must be valid for the duration of the terms defined in the proposal for each bid. Vendors may not withdraw a bid prior to the end of 90 days, or the stated terms of said bid. Vendors who do not comply with this requirement shall be considered non-responsive.

2.2 Bid Submission Instructions

Vendors responding to this Invitation for Bid (IFB) shall submit their bids in either physical hardcopy or electronic form. **All bids (both electronic and physical hard copies) MUST be received no later than 3:30 PM Central Daylight Time, on October 14, 2025**

Electronic Submission:

If submitting an electronic copy, submit your documents through Central Bidding at the following site: <https://www.centrauctionhouse.com/IFBc10376-city-of-jackson.html>. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814 or 833-412-5717 (toll free).

Electronic submissions shall be the complete original (non-redacted) version of the bid including all attachments in a searchable format, preferably in Microsoft Word® or Portable Document Format (PDF®) labeled accordingly.

If the bid contains confidential or trade information, one (1) additional confidential or trade electronic copy of the complete bid, including all attachments shall be submitted in a searchable format, preferably in Microsoft Word® or Portable Document Format (PDF), shall be labeled CONFIDENTIAL, and shall redact the confidential or trade information only.

Hardcopy Submission:

All physical hard copies shall be submitted following the instructions below. Please submit your signed bid:

a. **If by hand delivery:**

City of Jackson
Office of the Municipal Clerk
219 South President St.
Jackson, Mississippi 39201

b. **If by mail:**

City of Jackson
Office of the Municipal Clerk
P.O. Box 17
Jackson, Mississippi 39205-0017

3. Selection Criteria

- I. Bid openings will be conducted and open to the public. However, note, they will serve only for the opening, and reading of the price in no way determines an award.
- II. The award will be made to the lowest price bid that meets all minimum requirements of the Invitation for Bid.

4. Terms and Conditions

ALL VENDORS ARE URGED TO READ AND UNDERSTAND THESE TERMS AND CONDITIONS PRIOR TO SUBMITTING A BID.

4.1. Disclaimer

The City and its advisors have, to the best of their knowledge, represented information and data that are current and applicable to this IFB. The City is providing the information contained herein as a courtesy to the Offerors. The City and its advisors neither guarantee nor warranty that the information contained in this IFB or referenced documents is accurate and complete. The City and its advisors are not and will not be liable for omissions or errors contained in this IFB. It is the Service Offeror's responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods through its own due diligence.

4.2. Confidentiality

The contents of responses/proposals to this IFB shall not be discussed or shared outside the submittal process with any other Offerors and/or potential Offerors regarding the services to be offered or fees associated with the operation or implementation of the services described in this IFB. Any violation of this Section shall result in the immediate disqualification of the offending Offeror's proposal.

4.3. Proposal Guidelines and Instructions

4.3.1. Errors in Bids

The City will not be liable for any errors in Bids. Bids may be rejected as unresponsive if they are incomplete, are missing pages or information, or cannot be opened for any reason. The City may waive minor irregularities and request Offeror(s) cure such irregularity, but such waiver will not modify any remaining IFB requirements. A minor irregularity means that the defect is immaterial or inconsequential as to price, quantity, quality, or delivery when contrasted with the total costs or scope of the services being provided.

4.3.2. Bid Withdrawal Procedure

Bids may be withdrawn up until the Submission Date. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to provide the services set forth in the bids or until one of the bids has been accepted and an agreement has been executed between the City and the successful Offeror.

4.3.3. Proposer Certifications

By submitting a Bid, each Offeror certifies under penalty of perjury that:

- a. Its submission is not the result of collusion or any other activity that would tend to influence the selection process directly or indirectly; and
- b. The Offeror is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- c. Offeror certifies all statements in the response are true; and
- d. Neither Offeror, its employees, nor any affiliated firm providing the requested goods and services has any actual or potential conflict of interest with any City officers or employees relating to this solicitation.

4.3.4. Estimated Quantities

If the solicitation results in an indefinite quantity, the goods and services requested by the City may be less than the maximum value of the Agreement and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the Agreement.

4.3.5. No Commitment

Neither the submission of a Bid nor the City's receipt of Bid materials confers any right to the Offeror nor any obligation on the City. This IFB does not commit the City to award a contract, nor will the City defray any costs incurred in preparing Bids or participating in any presentations or negotiations.

4.3.6. Reservation of the Rights of the City

The award of this project is subject to the availability of funding. The City reserves the right to request clarification of information submitted and to request additional information from one (1) or more Offerors. The City of Jackson reserves the right to reject all Bids where the Offeror takes exception to the terms and conditions of the IFB and/or fails to meet the terms and conditions and/or in any way attempts to limit the rights of the City of Jackson in any required contractual term(s) and provision(s) set forth in this IFB.

The City of Jackson reserves the right to amend the contents of this IFB by Addendum as it deems necessary. It is the responding Service Provider's/Offeror's sole responsibility to monitor the City of Jackson's website for amendments to this IFB to ensure that their response is pursuant to the amended IFB, if applicable.

The City reserves the right to negotiate the Contract for the project with the next most qualified Offeror if the first choice does not agree to the terms of a Contract after submission of the Contract to the Service Provider. The City reserves the right to negotiate all elements of work that comprise the selected proposal.

The City reserves the right, after opening the Bids, or at any other point during the selection process, to reject any or all Bids, modify or postpone the proposed project, evaluate any alternatives offered, or accept the proposal that, in the City's sole judgment, is in its best interests.

The City reserves the right to terminate the Contract if the selected Offeror fails to begin to perform the work described herein within ten (10) days after the City gives the selected Offeror a written notice to proceed.

4.3.7. Selection

At any time in the evaluation process, the City may request clarifications from Offerors.

4.3.8. Determination of Responsiveness

A responsive proposal conforms to the instructions set forth in this solicitation and any modifications to it. Non-responsive proposals will be rejected. The City, in its sole discretion, may waive nonconsequential

deviations if the deviations cannot have provided an advantage over other Offerors.

4.3.9. Determination of Responsibility

The City will make a determination of the responsibility of any Offeror under consideration for award, taking into consideration matters such as the Offeror's compliance with public policy and laws, past performance, fiscal responsibility, financial and technical resources, capacity, and experience to satisfactorily carry out its responsibilities. The City will notify any Offeror in writing what was found non-responsive and allow the finding to be contested.

4.3.10. Contract Negotiations

Once a decision has been made to award a contract to one or more Offerors, the City will post a Notice of Intent to Award. Contract negotiations are neither an offer nor an implicit guarantee that a contract will be executed. The award, if made, will be to the responsive, responsible Offeror offering the overall best value to the City for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described. Any agreement reached will be memorialized in a formal agreement.

4.3.11. Work is Not Authorized Until Agreement is Approved

After the Agreement has been approved by the City Council and all parties have signed, the City will notify the Offeror and performance may proceed. Prior to City execution of the Agreement, no City employee may authorize work. Any work performed prior to that time may be uncompensated.

4.4. Protests

Protests that do not comply with the protest procedures outlined below will be rejected.

4.4.1. Protest Format, Eligibility and Address

- a. Protests or objections may be filed regarding the contract award.
- b. The City will only review protests submitted by an interested party, defined as an actual or prospective offeror whose direct economic interest could be affected by the City's conduct of the solicitation.
- c. Submit protests to the City via email to lweathers@city.jackson.ms.us
Lakesha Weathers Solid Waste Manager, Department of Public Works
- d. Issues related to the protest will be reviewed by the City Legal Department.

4.4.2. Protest Deadlines

Submit protests within 10 days of the acceptance of the bid. The date of filing is the date the City receives the protest unless received after 5 p.m. CST, or on any day other than a Business Day, in which case, the date of filing will be the next Business Day

FAILURE TO FILE BY THE RELEVANT DEADLINE CONSTITUTES A WAIVER OF ANY PROTEST ON THOSE GROUNDS. SUPPLEMENTAL MATERIALS FILED AFTER THE RELEVANT DEADLINE SHALL BE REJECTED BY THE CITY.

4.4.3. Protest Contents

The letter of protest must include all the following elements:

- a. Detailed grounds for the protest, fully supported with technical data, test results, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and
- b. The law, rule, regulation, ordinance, provision, or policy upon which the protest is based, with an explanation of the violation.

4.4.4. Reply to Protest

The City will send a written response to the protesting party and to any other party named in the protest within a reasonable time.

4.4.5. No Stay of Procurement Action During Protest

Nothing in these protest requirements will prevent the City from proceeding with negotiations or awarding a purchase order or contract while a protest is pending.

4.5. Public Records

4.5.1. General

- a. All bids, protests, and information submitted in response to this solicitation will become the property of the City and will be considered public records. As such, they may be subject to public review.
- b. Any contract arising from this IFB will be a public record.
- c. Submission of any materials in response to this IFB constitutes:
 - i. Consent to the City's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
 - ii. Waiver of all claims against the City and/or its officers, agents, or employees that the City has violated an Offeror's right to privacy, disclosed trade secrets, or caused any damage by allowing the bid or materials to be inspected; and
 - iii. Agreement to indemnify and hold harmless the City for release of such information under the Public Records Act; and
 - iv. Acknowledgement that the City will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

4.5.2. Confidential Information

- a. The City is not seeking proprietary information and will not assert any privileges that may exist on behalf of the Offeror. Offerors are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- b. If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL." If the requested material has been designated as confidential, the City will attempt to inform the Offeror of the public records request in a timely manner to permit assertion of any applicable privileges.
- c. Failure to seek a court order protecting information from disclosure within ten days of the City's notice of a request to the Offeror will be deemed agreement to disclosure of the information and the Offeror agrees to indemnify and hold the City harmless for release of such information.
- d. Requests to treat an entire bid as confidential will be rejected. Any such request will be deemed an agreement to the City for disclosure of the entire bid. In such an event, the Offeror agrees to indemnify and hold the City harmless for release of any information requested.
- e. Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the City, marked as confidential, and compliant with state and federal rules and regulations.

4.5.3. Mississippi Employment Protection Act

Service Provider shall comply with the provisions of the Mississippi Employment Protection Act, Miss. Code § 71-11-3 (1972, as amended) in the hiring of personnel.

4.5.4. Audit

The Service Provider shall maintain full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting the Service Provider's work on this Contract. The City may require an audit of such books and records at any reasonable time. Such audit will be conducted by City staff or by a certified public accounting firm with experience in auditing public service companies selected by the City.

Upon request, the Service Provider shall permit the City to inspect and audit all pertinent books and records of the Service Provider, any subcontractor, or any other person or entity that performed work in connection with or related to this Contract, at all times deemed necessary by the City, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in the City of Jackson or other such reasonable location as the City selects. The Service Provider shall supply the City

with, or shall permit the City to make, a copy of any books and records and any portion thereof. The Service Provider shall ensure that such inspection, audit, and copying right of the City is a condition of any subcontract, agreement, or other arrangement under which any other person or entity is permitted to perform work under this Contract.

4.5.5. Contract Rights

The parties reserve the right to amend this Contract from time to time by mutual agreement in writing. Rights under this Contract are cumulative and in addition to rights existing at common law. Payment by the City and performance by the Service Provider do not waive their contract rights.

Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right on another occasion. The use of one remedy does not exclude or waive the right to use another.

4.5.6. Interpretation

This Contract shall be interpreted as a whole and to carry out its purposes. This Contract is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions. No oral promises, oral obligations, or oral agreements whatsoever, made at any time, shall become a part of this Contract.

4.5.7. Law and Venue

The laws of the State of Mississippi and Ordinances of the City shall govern the validity, construction, and effect of this Contract. The venue for any claims, litigation, or causes of action between the parties shall be in a court of appropriate jurisdiction of the State of Mississippi for the First Judicial District of Hinds County.

4.5.8. Notices

All official notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger or by certified or registered mail (return receipt requested) to the parties at the following respective addresses (Service Provider, please provide the City with a designated contact person):

City of Jackson
Attn: Mayor

219 South President Street
Jackson, Mississippi 39201
Phone: (601) 960-1084

Also:
Department of Public Works
Attn: Pieter Teeuwissen
200 S. President Street
Jackson, Mississippi 39201
Phone: 601-960-2314

Either party may from time to time designate a new address for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the second business day after its mailing.

4.5.9. Severability

Should any term, provision, condition, or other portion of this Contract or its application be held to be inoperative, invalid, or unenforceable, and the remainder of the Contract still fulfills its purposes, the remainder of this Contract or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

4.5.10. No Personal Liability

No officer, agent, or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.

4.5.11. Disputes

Except for the right of either party to apply to a court of competent jurisdiction for an injunction or other equitable relief or for the collection of an account stated, any controversy, claim or dispute related to this Agreement the parties agree that before either party shall pursue any legal action against the other, they will submit the dispute or claim to mediation. The non-binding mediation shall be requested by one party sending written notice by certified mail or nationally recognized overnight courier to the other party. The parties shall then select a mediator from the Mississippi Bar Association's panel of mediators. If the parties are unable to agree on a mediator, then a judge in a court of competent jurisdiction for that particular type of dispute (Circuit or Chancery) in Hinds County shall appoint a mediator from the Mississippi Bar Association's panel of mediators. The mediation shall take place within thirty (30) days after a mediator is selected or appointed, at a place designated by the mediator. Each party shall pay a proportionate share of the fees associated with the

mediation including the fees of the mediator. If one party refuses to mediate when requested to do so, or fails to respond to a written request for mediation within ten (10) days of the date of the request, then the other party may consider this mediation provision waived, and proceed with the filing of a lawsuit.

4.5.12. Termination for Cause

If, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Service Provider shall violate any of the terms of this Agreement, the city of Jackson shall thereupon have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all personal property, cash, or other assets which, if the Service Provider had been completed, would have been required to be furnished to the City or were purchased with funds furnished to the Service Provider under this Agreement and all finished or unfinished documents, reports or other materials prepared by the Service Provider under this Agreement shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Service Provider, and the City may withhold any payments to the Service Provider for the purpose of off set until such time as the exact amount of damages due to the City from the Service Provider is determined.

This section shall apply to all representatives, third parties, and/or consultants/Contractors selected or employed by the Service Provider.

4.5.13. Termination for Convenience

The City may terminate this Agreement at any time by giving written notice to the Service Provider of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in the Termination for Cause clause, at the option of the City become its property. If the Contract is terminated by the City as provided herein, the Service Provider will be paid an amount which bears the same ratio to the total services of the Service Provider covered by the Contract, less payments of compensation previously made.

This contract may be terminated in whole or in part by the City upon written notice to Service Provider, if Service Provider should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Service Provider of an assignment for the benefit of its creditors. In the event of such termination, Service Provider shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

4.5.14. Force Majeure

This section applies in the event either party becomes unable to perform its obligations under this Contract because of a Force Majeure Event. A Force Majeure Event is an external event that is beyond the control of the party or its agents that severely compromises the party's ability to perform its obligations under the Contract. Such events may include, but are not limited to, a natural or man-made disaster, an act of war or terrorism, or a related action or decree of a superior governmental body, which prevents the party from performing all its obligations under the Contract.

Should either party suffer from a Force Majeure Event, such party shall provide the other party with written notice as soon as practical and shall act with speed and diligence to mitigate any potential damage that may result from the event and resume performance of all its obligations under the Contract as soon as reasonably possible. When notice has been properly provided, the obligations of both parties shall be suspended to the extent that and for the period that the Force Majeure Event prevents the party from resuming performance of all its obligations under the Contract.

4.5.15. Approval

It is understood that the Agreement requires approval by the Governing Authority for the City and if the Agreement is not approved by the Governing Authority, it is void and no payment shall be made hereunder.

4.5.16. Availability of Funds

It is expressly understood and agreed that the obligation of the city of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of 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 city of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Service Provider to terminate this Agreement without

damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

4.6. Delivery and other Costs

This order is to be delivered F.O.B., prepaid, and allowed, in Jackson, Mississippi, within the number of days stated after receipt of our purchase order. Note that all costs must be included in the bid price.” No additional cost can be attached to a bid order.

4.7. Employee Bidding

Bidding by City employees is prohibited. It is hereby declared unlawful for any city official to bid on, sell, or offer for sale, any merchandise services, equipment or material, or similar commodity to the City of Jackson during the tenure of his or her employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the City of Jackson. (§ 25-4-105) (Miss Code 1972 as amended).

4.8. Taxes

Sales tax and federal excise tax are not to be included in any bid price. The City of Jackson assumes no tax liability.

5. Appendix

5.1 Proposal Form

[PLEASE RETURN THIS SECTION IN ITS ENTIRETY]

PROPOSAL FORM

DELIVERY INSTRUCTIONS:	Submit one (1) original and three (3) copies of your BID Package
MAILING ADDRESS:	To the City Clerk's Office of Jackson Post Office Box 17 Jackson, MS 39205
DELIVERY ADDRESS:	To the City Clerk's Office of Jackson 219 S. President Street Jackson, MS 39201
ELETRONIC DELIVERY:	https://www.centrauctionhouse.com/IFBc10376-city-of-jackson.html .
NOTE THE FOLLOWING ON THE OUTSIDE OF YOUR ENVELOPE:	BID No76585-101425 to be opened October 14, 2025 <i>at 3:30 PM Central Daylight Time.</i> "

In accordance with your Notice of September 18, 2025 BID as follows:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>GRAND TOTAL</u>
1.	Compact Hydraulic Excavator Crawler Mounted Per the Specifications-New Equipment only, no Refurbished. Mfg. Name/Model_____	\$_____

- I. Cost breakdown for each section in the BID must be submitted with this Grand Total price sheet.
- II. The above will comply with the specifications included in the Notice to Dealers, with any and all exceptions noted in a separate document.
- III. The BID is valid for 90 days after bid opening, to make an award or this BID is good for the term of the BID stated, if a term bid. If BID is good for longer than 90 days for an award, then state how long this BID is good for
_____.
- IV. The above will be delivered F.O.B., prepaid, and allowed, Jackson, Mississippi, within _____ days after receipt of your purchase order.
- V. Sales tax and federal excise tax are not to be included in above price.

VI. The City of Jackson assumes no tax liability.

**Compact Hydraulic-Excavator Crawler Mounted
Solid Waste Department of Public Works
Bid#76585-101425**

[PLEASE TYPE IN OR PRINT THE FORM BELOW]:

Legal Company Name:

(Proposer to include response here)

Proposer Headquarters Address: (Street, City, State and Zip Code):

(Proposer to include response here)

Authorized Company Representative:

(Proposer to include response here)

Proposer Contact Information (Email and Phone):

(Proposer to include response here)

State of Incorporation (Ex. Mississippi):

(Proposer to include response here)

Signature of Person Submitting Proposal:

X

Date: _____, **2025**

The City of Jackson, Mississippi, ("City of Jackson"), is committed to cultivating and ensuring the quality of life of its citizens, through various programs, employment, initiatives, and assistance. The City of Jackson encourages all persons, corporations, and/or entities doing business in Jackson, to participate in and/or institute similar measures for the City of Jackson residents.

****The (EBO) Application below form must be completed by all vendors and returned with all Proposals. The EBO staff is available at (601) 960-1055 to assist you with any questions you may have in preparing the EBO Application.**