

Forrest Health

Bid # 1589

Company Name: _____

Contact Name: _____

Company Address: _____

Phone Number: _____

Email Address: _____

Special Requirements for Bids

Forrest General Hospital
Attention: Purchasing Department
125 South 28th Avenue
Suite 100
Hattiesburg, MS 39401
(601) 288-1922

BID MUST BE RETURNED NO LATER THAN
March 7, 2023, at 2:00 p.m.

Return Bid Envelope Must Be Marked on Outside:

BID # 1589 ENCLOSED
“Labor Contract for Master Carpenter and/or Journeyman”

******DUE TO THE COVID-19 PANDEMIC, BIDS MUST BE SUBMITTED VIA MAIL**
ONLY NO LATER THAN MARCH 7, 2023, AT 2:00 P.M.****

Bid Opening Date: Tuesday, March 7, 2023
Bid Opening Time: Immediately after 2:00 p.m.

Bid Opening To Take Place:
Forrest General Hospital
Purchasing Department
125 South 28th Avenue
Hattiesburg, MS 39401

Forrest Health reserves the right to accept or reject any or all bids, as well as
waive any and all informalities it deems appropriate.

******DUE TO THE COVID-19 PANDEMIC, THE BID OPENING WILL CONSIST OF**
TWO (2) REPRESENTATIVES FROM THE PURCHASING DEPARTMENT. THE
WINNER WILL BE NOTIFIED VIA TELEPHONE AND/OR MAIL.

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From: Paul DeFreese
Forrest General Hospital
Purchasing Department
125 South 28th Avenue
Hattiesburg, MS 39401

SUBJECT: BID INSTRUCTIONS


You are invited to bid on the attached request for quotation. Please read the information carefully.

The terms and conditions stated in this Request for Quotation shall be considered agreed to, unless specified otherwise. The Board reserves the right to reject any and all bids and to waive irregularities and informalities in the bid.

Please place your Company Name, Contact Name, Address, Telephone Number, and Email Address on the top left of page one (1). Provide the cost per mile and complete all information as specified on page twenty-four (24). Provide signature of an official of your company at the bottom of page twenty-four (24) and on the Standard Contract Addendum on pages twenty-five (25) and twenty-six (26).

Mail your bid as specified on the attached "Special Requirements" page to the above address for the Forrest General Hospital Purchasing Department in a sealed envelope. Quotation envelope must be marked with "**BID #1589 ENCLOSED**" and "**Labor Contract for Master Carpenter and/or Journeyman**" on the outside of the sealed envelope. **Quotations received after the specified date, time and/or without bid # on the outside of the envelope, shall not be considered.** Faxed copies of bid will only be accepted if faxed to an outside source and delivered to Forrest General Hospital Purchasing Department in a sealed envelope with all required information on outside of envelope.

Thank you,



Paul DeFreese
Purchasing Analyst

Forrest Health

Bid # 1589

REQUEST FOR QUOTATION/PROPOSAL
FORREST HEALTH
P. O. BOX 16389, HATTIESBURG, MS 39404
(FOR SPECIFIED LOCATIONS)

Forrest Health reserves the right to reject any/or all bids and waive any informalities.
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“Labor Contract for Master Carpenter and/or Journeyman”

For all practical purposes in other sections of these bid specifications, the proposing bidder may be referred to as the "Contractor" and Forrest General Hospital may be referred to as the "Hospital".

Description of Work

Contractor shall provide, upon request, a minimum of 1 person in one of the 2 positions who meets the requirements described below to work a base schedule of 40 hours per week for 50 weeks in a 12-month period. Contractor can quote one or both positions if desired. This schedule and the total number of hours may vary depending on project workloads and the needs of the hospital. Overtime would generally not apply, but may arise depending on the project schedule. Overtime would be based on any hours exceeding 40 in a calendar week. Each position would work under the direct supervision of the FGH Remodeling Department.

It is the intent to contract for 1 person in each position on a full time basis for the contract time period. Additional staff, if submitted as part of this bid, will be requested on an as available and as needed basis.

Master Carpenter: Must be able to read and interpret construction drawings and specifications, develop material list based on plans and specifications, coordinate general project sequence of work per industry standards for other trades and overall project flow, layout new wall sections and install per plans, must be able to independently layout and install complete suspended ceiling systems, and independently install new doors, frames, and hardware.

Journeyman Carpenter: Must be able to read and understand construction drawings and specifications, assist in laying out and installing new walls, assist in laying out and installing suspended ceiling systems, and generally assist the master carpenter in all assigned duties.

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Forrest General Hospital's Responsibility

1. The Hospital shall provide one or more Representative(s) who will interface with Contractor's Representative(s) to initiate, coordinate, and verify all services performed by the Contractor.
2. Forrest General Hospital shall provide all materials as required for the installation of a complete system or project as specified.
3. Forrest General Hospital will provide all tools, other than basic hand tools, as required within the scope of the work (i.e., powered tools, specialized tools not common to the trade, rental equipment, etc.)
4. The Hospital shall determine the quantity of work, work dates, and work hours to be performed by the Contractor on each project and coordinate these requirements with Contractor's Representative. Standard work hours will be 6:30 a.m. - 3:00 p.m., Monday-Friday, but work outside of the standard work hours is possible depending on the needs of the facility. Work outside of the standard hours would be coordinated in advance.

Contractor Responsibility

1. Upon receipt of request for labor services, the Contractor shall name a Contractor representative for the contract period.
2. Contractor shall provide the required quantity of workers (a minimum of 1) as requested and approved by the Hospital representative.
3. Contractor shall provide all hand tools for basic carpentry work.
4. Contractor shall provide an invoice on a weekly or bi-weekly basis which describes the project; each job classification; number of hours worked; and total payment for each job classification.
5. It shall be the responsibility of the Contractor to adhere to the manufacturer's requirements for proper installation methods and procedures. The Hospital or manufacturer as required will provide specifications.

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Right to Terminate:

Hospital shall have, and hereby reserves and retains, the right and option to terminate the contract with Contractor upon sixty (60) days prior written notice to Contractor, either with or without cause. Failure of the contractor to follow hospital rules or follow the directions of the hospital representative can result in immediate cancellation of the contract.

Bidder Information Required With Bid

The following information must be submitted with bid.

1. Provide proof of job experience in the required trade for institutional or commercial construction for a minimum of ten (10) years for the master Carpenter and five (5) years for the journeyman carpenter. Proof can be in the form of a resume or a letter of recommendation from a previous employer.
2. Minimum insurance coverage is required by contractor in order to become fully registered with Green Security. Forrest General Hospital must be notified thirty (30) days in advance of any change in coverage or cancellation of insurance. Notification shall be in writing and signed in ink by a duly authorized *officer* of the insurer. Proof of insurance is not required with the bid, but if contractor is selected for award, contractor must present proof of insurance prior to award and within 30 days of the bid opening.
3. Successful contractor must be registered with Green Security or upon award, become registered with Green Security in order for a purchase order/contract to be issued. Contractor will have 30 days from the bid opening to become fully registered with Green Security.

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Provide a rate per hour for either one or both categories for a period of one (1) year from award date for Labor Services as per Bid Specifications with the option to renew for up to two (2) additional one-year terms, if agreed, in writing by the Hospital and the Contractor.

Straight Time Rates			Overtime Rates	
Master Carpenter	\$	Per Hour	\$	Per Hour
Journeyman Carpenter	\$	Per Hour	\$	Per Hour

For this contractor period, indicate the number of personnel the contractor could provide in each category during the course of the year. It is expected that a minimum of one in each category will be required, but additional personnel may be needed depending on project workloads. Contractor will be given a 2 week advance notice for any request for additional personnel.

Master Carpenter	_____	Personnel Available
Journeyman Carpenter	_____	Personnel Available

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BID CHECKLIST

- ☐ Complete section at top of Page 1 with Company Name, Contact Name, Company Address, Phone Number, and Email Address.
- ☐ On Page 8, check Yes or No to certify that you and your company qualify to do business as a resident of the State of Mississippi.
- ☐ On Page 8, if you are a non-resident person/firm/corporation, check Yes or No to confirm that a copy of your Resident State's Law pertaining to your state's treatment of non-resident bidders is attached.
- ☐ On Page 8, fill in the information requested in the center of the page to include Date, Vendor, Address, Official Signature, and Print Name & Title
- ☐ On Page 9, Standard Contract Addendum – please enter Vendor's name in space provided at top of the page
- ☐ On Page 10, Standard Contract Addendum – please sign Contractor's name, and date at the bottom left of the page.

Items Required with Bid:

- ☐ **Provide certificate of insurance:**
Vendor must provide a copy of certificate of insurance with bid:
 - The amount of Worker's Compensation coverage required by Mississippi State Law.
 - Commercial General Public Liability with a minimum coverage of \$1,000,000.00 per occurrence and \$3,000,000.00 in the annual aggregate.
 - Automobile General Liability with a minimum coverage of \$1,000,000.00.
- ☐ **Standard Contract Addendum** (pages 9 & 10)

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Bidders who are non-residents of the State of Mississippi must comply with the provisions of Section 31-3-21(3) of the Mississippi Code of 1972, as amended.

I certify that my company and I qualify to do business as a resident of the State of Mississippi.

Yes _____ No _____

As a non-resident person, firm or corporation, I confirm that a copy of my Resident State's Law pertaining to my state's treatment of non-resident bidders is attached.

Confirmed: Yes _____ No _____

We quote/propose you as specified by Forrest Health in this Bid.

Date: _____

Vendor: _____

Address: _____

Official Signature: _____

Print Name & Title: _____

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FORREST COUNTY GENERAL HOSPITAL STANDARD CONTRACT ADDENDUM

This standard contract addendum ("Addendum") is an integral part of contracts entered into by Forrest County General Hospital ("FCGH") and shall become a part of the following listed Agreements with

_____ ("Contractor") as if fully copied into the body of that Agreement.

FCGH owns, controls, or does business as the following entities: Jefferson Davis Community Hospital, Marion General Hospital, Walthall General Hospital, and Highland Community Hospital.

The following terms shall control over any and all conflicting parts of the Agreement:

1. FCGH is a political subdivision of the State of Mississippi and is afforded the protection of limited sovereign immunity pursuant to the Mississippi Tort Claims Act (Mississippi Code Annotated, Section §11-46-1, et seq. as amended) and the Mississippi Constitution, including Article 4, Section 100. Any action against FCGH shall be subject to the limitations contained in those and other applicable laws, including interpretations by the Mississippi Attorney General's Office of the laws applicable to FCGH and/or the Agreement, none of which are waived by FCGH by entering into the Agreement.
2. FCGH contracts (including the Agreement) are governed by and interpreted under the laws of the State of Mississippi and the jurisdiction/venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of the Agreement shall be in Forrest County, Mississippi.
3. No contract (including the Agreement) may be for a term of more than three (3) years unless it is an agreement regarding physical property (i.e., lease agreement for buildings, property, etc.).
4. Generally, Mississippi law does not allow FCGH to agree to contractual provisions under which it indemnifies or holds harmless another person or entity. Only to the extent permissible by Mississippi law does FCGH agree to any vendor's references, if any, to limitation of liabilities, damages, and indemnifications.
5. Any references to attorney's fees to be paid by FCGH are deleted. Any reference to FCGH indemnifying or holding harmless the Contractor is deleted; FCGH does not agree to defend any contractor. Each party shall be responsible for its own defense against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses and attorneys' fees, which may arise because of the negligence, misconduct or other fault of its own agents or employees in the performance of its obligations under this Agreement. Mississippi law also does not allow FCGH to agree to mandatory arbitration, choice of law (other than Mississippi), or choice of venue (other than Forrest County, Mississippi), and provisions in the Agreement to the contrary are hereby deleted.
6. All references to interest, penalties, and/or late fees to be paid by FCGH on other than lease-purchase contracts not exceeding five years are deleted. FCGH will pay within forty-five (45) days of invoice, receipt, inspection and approval of goods and services as provided in §31-7-305(3) of the Code.
7. In the event Contractor does not furnish products or services as agreed upon in the Agreement, including any stated time period to cure, FCGH may, at its discretion, declare the Agreement null and void by written notice to the Contractor or may require the Contractor, at Contractor's expense, to make such modification as necessary to make the products or services satisfactory.
8. As a political subdivision of the State, FCGH maintains professional and general liability coverage (or equivalent self-insurance) in the amounts set forth by the Mississippi Tort Claims Act under MS Code Annotated, Section 11-46-1, et seq.) and does not name others as additional insureds.
9. In the event of any conflict between the terms of the Agreement and the terms of this Standard Addendum, the terms of this Addendum shall control. This Addendum and the Agreement constitute the entire agreement of the Parties with regard to the subject matter of the Agreement. In all other respects, the Agreement shall remain unchanged. No modification to the Agreement or any term thereof may be amended except pursuant to in writing signed by an authorized representative of FCGH. Contractor hereby acknowledges that no other person has authority to bind FCGH to any change in any term of the

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Agreement, and specifically agrees that any Contractor cannot vary the terms of the Agreement by invoice, purchase order, memo or otherwise, unless it secures the signature of an authorized FCGH representative, acknowledging and expressly agreeing to the change. No acceptance or payment of an invoice by FCGH where the terms of that invoice that vary the Agreement shall constitute an amendment to the Agreement, but to the contrary shall be treated as mutual mistake and Contractor shall refund any payment received from FCGH which is not in compliance with the price terms and other provisions of the Agreement.

10. Contractor agrees to abide by the requirements of the Mississippi Employment Protection Act (E-Verify Program), as amended, by registering to do business with the Mississippi Department of Employment Security. Contractor further agrees that it shall only employ persons who are legal citizens of the United States or are legal aliens, properly documented and verified by Contractor in compliance with all applicable statutes, regulations and other laws.
11. If providing on site services, Contractor agrees to comply with fingerprinting and criminal history record checks requirements in accordance with Sections 37-29-232 and 43-11-13, Mississippi Code of 1972, as amended, to the extent applicable to Contractor. Contractor shall be responsible for ascertaining the application of those laws to it and its employees providing services under the Agreement.\
12. If providing on-site patient care or on-site services in close proximity to patients, Contractor agrees to ensure its on-site staff have been drug screened no more than thirty (30) days prior to beginning the on-site assignment, using a drug screen procedure that is comparable to the drug screen currently used by FCGH in its post-offer pre-employment drug screening process.
13. Mississippi law limits those who can bind FCGH to any contractual provision and Contractor understands and agrees to this. Any changes in the Agreement, as to price or other terms, shall not be effective unless approved in writing signed by an authorized representative of FCGH.
14. Until the expiration of four (4) years after the furnishing of any Services hereunder, Contractor shall make available upon written request to the Department of Health and Human Services, or upon request to the Comptroller General of the United States, or of their duly authorized representatives this Agreement and the books, documents and records that are necessary to certify the nature and extent of the costs of the Agreement.

COMPLIANCE: As part of FCGH's overall Compliance Program, Contractor shall establish procedures and insure adherence to all applicable state and federal statutes, including but not limited to, the Stark Law (§42 USC 1395), the federal False Claims Act, the Medicare Anti-kickback Statutes, the federal Civil Monetary Penalty Act, the provisions of the Medicare carrier manual, Medicare and Medicaid statutes and regulations, the Emergency Medical Treatment and Active Labor Act (EMTALA), the Balanced Budget Act, and the Patient Protection and Affordable Care Act of 2010. All performance by Contractor pursuant to the Agreement shall be done in compliance with the applicable rules and regulations of the Det Norske Veritas (FCGH's accreditation entity) and any third party payer.

Contractor certifies that it has not been disqualified in any manner from any federally funded program, is in compliance with all state, federal and local laws applicable to it and to its performance of the Agreement, and Contractor has never been debarred or limited in any manner from participation in the matters relevant to the Agreement.

CONTRACTOR

FORREST COUNTY GENERAL HOSPITAL

Signature

Signature

Name

Name

Title

Title

Date

Date