

INVITATION FOR SEALED BIDS

IFB NO. 03.05.2018.457

RFX: 3160002052

TO PROVIDE: Exterior Repainting Project

ISSUE DATE: 01/31/2018

CLOSING LOCATON

Mississippi State Hospital – Building 93
3550 Hwy 468 West/P.O. Box 1
Whitfield, MS 39193

BID COORDINATOR

H.L. Lockhart/Purchasing Chief

Telephone: (601) 351-8056

Fax: (601) 351-8034

E-Mail: lockhhl@msh.state.ms.us

TECHNICAL CONTACT

Craig Kittrell/Support Services Director

Telephone: (601) 351-8496

E-Mail: craig.kittrell@msh.state.ms.us

CLOSING DATE AND TIME

Bids must be received by 2:00 P.M. (CST) on 03/05/2018

REQUEST FOR COMPETITIVE SEALED BIDS: MSH 03.05.2018.457

RFX # 3160002052

REQUEST FOR SEALED BID: (Exterior Repainting Project)

PROSPECTIVE BIDDERS:

1. GENERAL TERMS AND CONDITIONS

- 1.1 In accordance with the rules and regulations of the Mississippi Department of Finance and Administration, Office of Purchasing, Travel, and Fleet Management, Mississippi State Hospital (MSH) will receive bids for Exterior Repainting Project as described in the following specifications. A copy of the regulations can be found at <http://www.dfa.ms.gov/dfa-offices/purchasing-travel-and-fleet-management/purchasing-and-travel/procurement-manual/>.
- 1.2 Written sealed bids and samples must be received no later than 2:00 P.M., **Monday, March 05, 2018**, at Mississippi State Hospital, by hand delivery at the Central Warehouse Building 93, 3550 Hwy 468 West, Whitfield, MS 39193 or by mail delivery at P.O. Box 1, Whitfield, Mississippi 39193. 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 the opening of bids at the place designated for opening is late. No late bid, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action of State of Mississippi personnel directly serving Mississippi State Hospital. Bidders shall also submit a bid on line in the State of Mississippi electronic procurement system, MAGIC. In order to submit bid bidders must be registered as a vendor in the MAGIC system for the State of Mississippi and have an I.D. number and password assigned at the time of registration. Help for registering in MAGIC can be found at www.mmrs.state.ms.us or by calling (601) 359-1343.
- 1.3 Opportunities for on-site visits, at Mississippi State Hospital, to discuss bid specifications and inspect work sites, products or equipment will be made by appointment only. Arrangements may be made by contacting Craig Kittrell, Support Services Director, Mississippi State Hospital, Whitfield, MS 39193 at (601) 351-8496.
- 1.4 Mississippi State Hospital desires to contract for the purchase of **Exterior Repainting Project** as specified in this bid invitation.
- 1.5 Failure to examine any drawings, specifications, and instructions will be at the bidder's risk. It shall be incumbent upon the bidder to understand the specifications. Any requests for clarifications shall be in writing and shall be submitted to the MSH Purchasing Office at least five (5) working days prior to the date and time set for the bid opening.
- 1.6 If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person for technical information, bidders are cautioned that any oral or written representation made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified

by a written amendment to this solicitation, issued by the MSH Purchasing Office. For determination as to whether any representation made requires that an amendment be issued, contact the MSH Purchasing Office at (601) 351-8056.

- 1.7 It is the intent of the specifications to obtain a product and related services that will adequately meet the needs of MSH while promoting the greatest extent of competition that is practicable. Bidders should notify MSH of any specifications, terms or conditions which are formulated in a manner which would unnecessarily restrict competition. Any protest or question concerning the invitation for bid (IFB), subsequent order and delivery procedures, bidding procedures or bid award must be received, in writing, in the MSH Purchasing Office no later than seven (7) days after protestor knows or should have known of the protest issue. **The final deadline for all questions is February 26, 2018 at 5:00 p.m. CST.**
- 1.8 **Acknowledgement of Amendments:** No amendment will be issued within a period of two (2) working days prior to the time and date set for the bid opening unless such amendment also amends the bid opening date to a date not less than five (5) days after the date of the amendment. Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid or prior to submitting the bid. Bidder will identify the amendment number in the space provided for this purpose on the bid execution form, or by letter. The acknowledgement must be received by MSH by the time, date and at the place specified for receipt of bids.
- 1.9 **Failure to Deliver:** If purchase orders or contracts are cancelled because of the awarded vendor's failure to perform or a request for an unspecified price increase, that vendor shall be removed from our bidder's list for a period of no less than twenty four (24) months.
- 1.10 **Compliance with Laws:** The bidder understands that Mississippi State Hospital 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/Seller agrees during the term of the agreement that Contractor/Seller will strictly adhere to this policy in its employment practices and provisions products and services. Contractor/Seller 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.
- 1.11 **Availability of Funds:** Both Mississippi State Hospital and the successful vendor will agree that the initiation and continuance of the contractual agreement will be based on the availability of funds. Should there be no funds available at the time of the bid opening or during the agreement period the agreement will be cancelled with no further obligation by Mississippi State Hospital. Any property covered by the agreement will be returned to the vendor. Provided, however, that all payments due for the current fiscal year will be paid in full.
- 1.12 **Bid Openings:** Bid openings will be conducted open to the public. All bidders are invited and encouraged to attend the bid opening meeting to review the submitted bids. However, they will serve only to open the bids. No discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by bidders. Bid files may be examined during normal working hours only after an award has been made.

- 1.13 **Total Contract:** The total contract shall consist of this invitation for bid, to include all attachments, and the proposed bid offer submitted by the successful vendor. No other documents shall be a part of the formal contractual agreement. In no event is a vendor to submit its own standard contract terms and conditions in response to this solicitation. This agreement shall take priority over any other agreements that may be signed separately in conjunction with this invitation for bid, to include third party agreements.
- 1.14 **Negotiations:** If an acceptable agreement cannot be negotiated within thirty (30) days of issuance of the intent to award notice, MSH may at its sole discretion at any time thereafter, terminate negotiations with that bidder and either negotiate an agreement with the next lowest and best bidder or choose to terminate the Invitation For Bid process and not enter into an agreement with any of the bidders.
- 1.15 **Errors in Bid:** Errors in bids submitted shall be determined and resolved as specified in paragraph 3.106.12 of the State of Mississippi Procurement manual.
- 1.16 **Ownership of Documents and Work Papers:** Mississippi State Hospital shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the products or services covered by the agreement resulting from this invitation for bid, except for the bidder's internal administrative and quality assurance files and internal project correspondence. The bidder shall deliver such documents and work papers to MSH upon termination or completion of agreement. The foregoing notwithstanding, the bidder shall be entitled to retain a set of such work papers for its files. Bidder shall be entitled to use such work papers only after receiving written permission from MSH and subject to any copyright protections.
- 1.17 **Ability to Perform:** Bidders must, upon request of the Mississippi State Hospital, furnish satisfactory evidence of their ability to furnish products or related services in accordance with the terms and conditions of these specifications. The Mississippi State Hospital reserves the right to make the final determination as to the bidder's ability.
- 1.18 **Final Inspection:** Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. Rejected material shall be removed by and at the expense of the contractor promptly after notification of rejection. Final inspection and acceptance or rejection of the supplies and/or equipment shall be made as promptly as practicable, not to exceed thirty (30) days after final acceptance by MSH, but failure to inspect and accept or reject supplies and/or equipment shall not impose liability on the Mississippi State Hospital for such supplies and/or equipment as are not in accordance with the specification. In the event necessity requires the use of supplies and/or equipment not conforming to specifications, payment therefore may be made at proper reduction in price. Upon proper notice from the contractor that installation or delivery has been completed to terms, the designated MSH Officer will schedule a time to make final inspections and provide written acceptance of items covered by this bid invitation, if applicable.
- 1.19 **Applicable to Taxes:** The Mississippi State Hospital is exempt from federal excise taxes and state and local sales or use taxes and bidders must quote prices which do not include such taxes. Evidence of exemption will be furnished upon request. Contractor shall also be liable for all personal property taxes that become due as a result of this agreement, if applicable.

- 1.20 **Deliveries/Shipments:** The successful bidder shall ship (**F.O.B. MSH – Freight Prepaid**) and deliver/install all products/equipment, personnel, and materials necessary to successfully complete any awarded contract to the designated MSH receiving/installation site. All shipment costs, to include all fuel surcharges, will be paid by the successful vendor with no expense to MSH. No MSH agent will be involved in or responsible for conveying any material, equipment or personnel to the designated receiving/installation site. Successful vendor shall schedule all shipments Monday through Friday, 7:30 A.M. to 3:30 P.M. unless otherwise approved by the designated MSH Officer. Deliveries will be made to the following location unless otherwise notified: **Mississippi State Hospital, 3550 Hwy 468 West, Whitfield MS 39193. Attn: Building 93 Receiving**
- 1.21 **Communication:** Successful vendor shall provide, within 5 working days after receiving notice of award, a toll free telephone number that can be used Monday through Friday, 8:00 A.M. to 5:00 P.M. CST to obtain product and related troubleshooting support. Successful vendor shall respond to all support calls within 24 hours of notification by the designated MSH Officer.
- 1.22 **Bidder Investigations:** Before submitting a bid, each bidder shall make all investigations and examination necessary to ascertain all site conditions and requirements affecting the full performance of the agreement and to verify any representations made by MSH upon which the bidder will rely. If the bidder receives an award as a result of their bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the agreement documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.
- 1.23 **Expenses Incurred in Preparing Bid:** Mississippi State Hospital accepts no responsibility for any expenses incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.
- 1.24 **E-Verification:** Contractor/seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees, Miss. Code Ann. 71-11-1 et seq. (1972, as amended). The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “Status Verification System” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor/Seller agrees to provide a copy of such verification. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following:
- (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or
 - (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or

- (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.
- 1.25 **Termination Upon Bankruptcy:** The agreement may be cancelled by MSH in whole or in part by written notice of default to the Contractor upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. An award may then be made to the next lowest and best bidder, or when time is of the essence, similar commodities and related services may be purchased on the open market. In either event, the defaulting Contractor (or his/her surety) shall be liable to MSH for cost to MSH in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.
- 1.26 **Applicable Law:** This invitation for bid and any eventual 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/Seller shall comply with applicable federal, state, and local laws and regulations.
- 1.27 **Transparency:** This IFB and any eventual contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983, "and its exceptions. See Miss. Code Ann. 25-61-1 et. Seq. (1972, as amended) and Miss. Code Ann. 79-23-1 (1972, as amended). In addition, this IFB any eventual contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. 27-104-151 et. Seq. (1972, as amended). Unless exempted from disclosure due to a court issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. 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.
- 1.28 **Representation Regarding Contingent Fees:** Contractor/Seller represents that it has not retained a person to solicit or secure a Hospital contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor's bid or proposal.
- 1.29 **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.
- 1.30 **Stop Work Order:**
(a) *Order to Stop Work:* The Procurement Officer, may, by written order to Contractor/Seller at any time, and without notice to any surety, require t Contractor/Seller 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/Seller, 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/Seller 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 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 clause or the Termination for Convenience clause of this contract.

(b) *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/Seller shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor/Seller price, or both, and the contract shall be modified in writing accordingly, if:

- (1) the stop work order results in an increase in the time required for, or in Contractor/Seller properly allocable to, the performance of any part of this contract; and,
- (2) Contractor/Seller asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the 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.

1.31 **Termination for Convenience:**

(a) *Termination.* The Hospital Director or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Hospital Director or designee shall give written notice of the termination to Contractor/Seller specifying the part of the contract terminated and when termination becomes effective.

(b) *Contract Worker's Obligations.* Contractor/Seller shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor/Seller will stop work to the extent specified. Contractor/Seller shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor/Seller shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Hospital Director or designee may direct Contractor/Seller to assign Contractor/Seller's right, title, and interest under terminated orders or subcontracts to the State. Contractor/Seller must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

1.32 **Termination for Default:**

(a) *Default.* If Contractor/Seller refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial

breach of this contract, the Hospital Director or designee may notify Contractor/Seller in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Hospital Director or designee, such officer may terminate Contractor/Seller right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Hospital Director or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Hospital Director or designee. Contractor/Seller shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(b) *Contractor/Seller's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor/Seller shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor/Seller in which the State has an interest.

(c) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor/Seller such sums as the Hospital Director or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

(d) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor/Seller shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor/Seller to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor/Seller has notified the Hospital Director or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor/Seller shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor/Seller to meet the contract requirements. Upon request of Contractor/Seller, the Hospital Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor/Seller progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination").

(e) *Erroneous Termination for Default.* If, after notice of termination of Contractor/Seller right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

(f) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

- 1.33 **Representation Regrading Gratuities:** The bidder, offeror, or Contractor/Seller represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities.
- 1.34 **Unsatisfactory Work:** If, at any time during the contract term, the service performed or work done by Contractor/Seller is considered by the Hospital to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor/Seller shall, on being notified by the Hospital, immediately correct such deficient service or work. In the event Contractor/Seller fails, after notice, to correct the deficient service or work immediately, the Hospital shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor/Seller.
- 1.35 **Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Hospital or Contractor/Seller and agreed to by the other party in the contract.

2. INSTRUCTIONS AND SPECIAL CONDITIONS

- 2.1 Bidders shall understand that this bid shall be **awarded to the lowest bidder by line item.** Bidders should refer to **ATTACHMENT – A** for detail product specifications.
- 2.2 The bid shall be awarded to the bidder submitting the lowest overall price to include a completed project as outlined in the specifications.
- 2.3 Factors to be considered in determining the best bid include: (1) The total bid price. (2) Conformity to specifications (3) Responsibility of bidder (4) Responsiveness of bidder.
- 2.4 The terms Vendor, Contractor, and Bidder shall all have the same meaning in this IFB in that they all refer to the authorized party submitting a bid.
- 2.5 The following sections/pages, of the IFB, require the bidder to provide information and/or a signature: **Attachments – A, B, C, D, E, F, & G. Bidders using the online method to submit a bid can return a copy of any required bid documents by mail or hand delivery by the deadline date and time set to receive bids to the location specified in this IFB document.**
- 2.6 **Bidders Qualifications:**
- 2.6.1 **Certificate of Responsibility:** The Mississippi State Board of Contractors is responsible for issuing Certificates of Responsibility to Contractors. To be awarded a contract for public works, Sections 31-3-15 and 31-3-21 of the **Mississippi Code 1972, Annotated** requires a Contractor to have a current Certificate of Responsibility at bid time and during the entire length of the job. The Certificate of Responsibility number issued becomes a significant item in all public bidding.
- 2.6.2 **Bid Under \$50,000:** If a Bidder submits a bid not exceeding \$50,000, no Certificate of Responsibility number is required; however, a notation stating the bid does not exceed \$50,000 must appear on the face of the envelope, or a Certificate of Responsibility number.
- 2.6.3 **Bid Over \$50,000:** Each Bidder submitting a bid in excess of \$50,000, must show its Certificate of Responsibility number on the bid and on the face of the envelope containing the bid.
- 2.6.4 **Joint Venture Bid:** When multiple Contractors submit a joint venture bid in excess of \$50,000, a joint venture Certificate of Responsibility number must be shown on the bid and on the face of the envelope containing the bid. If the Multiple-Contractor joint venture has no joint venture

Certificate of Responsibility number, each of the Contractors participating in the bid must indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.

- 2.7 **Non-Resident Bidder:** When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for a Mississippi public works project, one of the following is required and shall be submitted with the Attachment A form.

2.7.1 **Copy of Law:** If the non-resident Bidder's state has a resident Bidder preference law, a copy of that law shall be submitted with the Attachment A form.

2.7.2 **Statement:** if the state has no such law then a statement indicating *the State of (Name of State) has no resident Contractor preference law* shall be submitted with the Attachment A form.

2.8 **Bidder Identification:**

2.8.1 **Signature:** The Proposal form shall be signed by any individual authorized to enter into a binding agreement for the Business making the bid proposal.

2.8.2 **Name of Business:** The name appearing on the Proposal form should be the complete spelling of bidder's name - exact as recorded at the Secretary of State (<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>) which should be the same as you applied for at the Mississippi State Board of Contractors (<http://www.msdoc.us/Search2.CFM>).

2.8.3 **Legal Address:** The address appearing on the proposal form should be the same address exact as recorded at the Secretary of State (<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>) which should be the same as you applied for at the Mississippi State Board of Contractors (<http://www.msdoc.us/Search2.CFM>).

2.8.4 **Certificate of Responsibility Number(s):** The Certificate of Responsibility Number(s) appearing on the Proposal form should be the same number appearing in the current Mississippi State Board of Contractors Roster.

- 2.9 **Certificate of Insurance:** The successful contractor must without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the contract, Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 inclusive per occurrence insuring against bodily injury, personal injury and property damage. All required insurance will be endorsed to provide MSH with 30 days advance notice of cancellation or material change. The contractor must provide a Certificate of Insurance which is completed, certified by the original signature of an Insurance company authorized to do business in Mississippi. The Offeror shall provide and maintain required insurance without limiting its obligations or liabilities and at its own expense throughout the contract term. The contractor will provide the Certificate of Insurance, showing MSH as certificate holder and additional insured under the contractor's general liability policy for work to be performed, within seven (7) business days after notice of MSH intent to award contract. The contractor shall also provide workman's compensation insurance, in an amount not less than the statutory minimum, on behalf of its employees and agents as required by all applicable laws. Contractor shall agree to hold harmless and indemnify MSH for any and all claims arising out of injury, disability, or death of any of the Contractor's employees or agents. Contractor shall provide documentation of workman's compensation insurance within seven (7) working days of receiving notice of award.

3. **SPECIFICATIONS**

- 3.1 The term of the contract shall be for the one time procurement of the specified work. The projected procurement date is projected to be no later than **06/30/2018**, however dates are subject change and MSH reserves the right to change dates as needed when it is in the best interest of MSH.

- 3.2 It is our intent to procure **Exterior Repainting Project** for the buildings listed on the bid form attached as part of this bid in **ATTACHMENT – A**.
- 3.3 The minimum specifications, set forth in this invitation for bid, are used to set a standard and in no case are used with the intention to discriminate against any manufacturer. Brand names, if used in this invitation for bid, are for the purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition. Bidders should note the name of the manufacturer and product number of the product they propose to use and submit descriptive literature as applicable.
- 3.4 All no-substitution items, if included, have been determined by MSH staff to be part of an established standard of operations and therefore no substitutions will be accepted for these items. They all however, are nationally sold products and generally available to most supply/equipment distributors.
- 3.5 Only one bid, per line item, per bidder. This means that only a single bid will be accepted from each bidder for each line item requested. Alternate bids, unless specifically requested, will not be considered.
- 3.6 Prices bid shall be fixed and firm and for no less than the stated time of acceptance which is understood to be no less than sixty (60) days.
- 3.7 Invoices are to be billed to: Mississippi State Hospital, P.O. Box 1, Whitfield MS 39193, Attn: Accounts Payable.
- 3.8 The bidder agrees that submission of a signed bid form is certification the bidder will accept an award made to it as a result of the submission. Please see **ATTACHMENT – B Execution Form**.
- 3.9 **PayMode:** Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (Magic) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the terms 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.
- 3.10 **E-Payment:** Contractor/Seller agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. It is understood that MSH shall make all payments in accordance with Mississippi State Code Section 31-7-301, et. Seq. of the 1972 Mississippi Code annotated, as amended, which generally provides for payment by MSH within forty-five (45) days of the date the invoice is received and the services or goods are inspected and accepted as satisfactory. Please see **ATTACHMENT – C** for applicable rules and the signature page which must be signed and returned with your bid.
- 3.10 No bid shall be altered or amended after the specified time for opening bids. Bids and modifications or corrections thereof received after the closing time specified will not be considered.
- 3.11 Mississippi State Hospital reserves the right to reject any and all bids in whole or in part. MSH also reserves the right to cancel the solicitation in whole or in part when it is determined that such action is in the best interest of MSH. Also the right is reserved to waive minor informalities.

- 3.12 It is understood that MSH shall have sixty 60 days, from the bid opening date, to accept bid.
- 3.13 MSH intends to procure only the products and related services that meet the minimum standards stated herein. Alternates will be considered only if deviations to those standards are fully substantiated and submitted by potentially responsive sources denoting their equality to standards stated herein, along with adequate documentation: including specifications, and construction details along with bid for evaluation and approval.
- 3.14 All items must equal or exceed the specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.
- 3.15 Award will be based on acceptance of this invitation for bid in its entirety and vendor must respond using the attached bid form and other designated documents. Bidder understands that conditional or qualified bids shall be subject to rejection in whole or in part.
- 3.16 Tie low bids shall be awarded as specified in paragraph 3.106.14 of the Mississippi Office of Purchasing and Travel, and Fleet Management Procurement manual.
- 3.17 Bids may be modified or withdrawn by written notice received in the MSH Purchasing Office prior to the time and date set for bid opening.
- 3.18 Bidders shall provide a minimum of two (2) references as a part of their bid submittals. References shall be for the sale of products and related services that are the same or similar to those specified in this invitation for bid, completed within the most recent 48 months prior to the bid opening date. The references must include a contact name, organization name, telephone number, and date of last sale. Reference information should be provided on **ATTACHMENT – D**. MSH reserves the right to waive this requirement if it is in the best interest of Mississippi State Hospital.
- 3.19 All bidders must provide descriptive product literature, safety data sheets if applicable, and product samples for all bid items no later than the date and time of the bid opening. Samples, if not consumed or destroyed in testing, will be returned to the bidder at the bidder's expense. Bidders must label all samples with the bidder's company name, manufacturer name, product reorder number and bid file number. Request for the return of sample products must be made within ten (10) working days following the date of the bid opening. MSH reserves the right to waive this requirement in whole or in part.
- 3.20 It is the intent of these specifications to provide products which are acceptable and approved for use in a healthcare facility.
- 3.21 Successful bidder shall warrant directly or indirectly through product manufacturer all product material and craftsmanship to be free from defects for a period no less than the warranty period stated by the manufacturer to start from the date of acceptance, by MSH and as applicable.
- 3.22 All products shall be listed and approved to UL, CSA, CE or equal standards where applicable to its intended use at MSH as determined by the designated MSH Officer. Products shall comply with JC, FDA, EPA, OSHA, CAP, ACORN, NFPA, ASME, FMVSS, CDC, AHA, NSTM and GSA regulations and standards where applicable to the product's intended use at MSH as determined by the

designated MSH Officer. MSH will be the final authority in determining if any applicable standard or regulation will be applied in whole or in part for the products specified in this bid invitation.

- 3.23 Bidders shall return the **entire bid package (all pages)** and the bid must be signed and sealed with the bidder's name, address, and Certificate of Responsibility on the outside of the envelope, and the time (**2:00 P.M.**), date of the bid opening (**March 05, 2018**), and MSH bid file number (**MSH 03.05.2018.457**) on the outside lower left corner of the envelope. Bid prices shall be submitted on the bid form (**ATTACHMENT –A**). **Bidders using the online method to submit a bid may also mail or hand deliver any of the documents required at paragraph 2.5 by the deadline date and time.**
- 3.24 **Bidders must register as a vendor with Mississippi's Accountability System for Government Information and Collaboration (MAGIC) prior to submission of a bid. Bidders are required to submit a bid, on line, through Magic and also submit a paper copy of their bid directly to MSH. Bidders may go to <http://mmrs.state.ms.us> website for assistance or call (601) 359-1343**
- 3.25 Any bid received after the time and date set for receipt of bids is late. No late bid, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action or inaction of state personnel directly serving MSH. Bidders submitting late bids will not be considered for award and shall be so notified as soon as practicable.
- 3.26 If the agency is closed for any reason, including but not limited to: acts of God , strikes, lockouts, riots, acts of war, epidemics, government regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors/Contractors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. **The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the agency as a result of a Force Majeure Event.** Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening.
- 3.27 Bidders should mark any and all pages of the bid considered proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled per applicable legal procedures.
- 3.28 It is understood that all bid products are subject to an evaluation trial to be conducted in an actual MSH area of use and may last up to 21 days as determined by MSH. If it is decided that a product trial will be conducted on a bid product, vendor will provide, at no cost, the minimum amount necessary to complete the trial within the scope determined by MSH. Trial results, when conducted by MSH, will be a consideration in the bid award process.
- 3.29 It is understood that MSH has specified products to meet current stocking and usage needs and in doing so may specify acceptable specification ranges for some products. It is further understood and agreed that bid items are subject to price evaluation by the lowest unit of measure if required to equitably compare bid prices when bidders bid different packaging and size configurations within the specified range as applicable.

- 3.30 Bidders shall pay close attention to all product specifications, including size and packaging requirements, and will only submit bids which comply with all specifications.
- 3.31 Bidders shall submit pricing strictly as specified, whether that is by the each, pack, box or case unit.
- 3.32 Bidders shall understand that they are responsible for reading and understanding the entire IFB document to include all terms and conditions set forth in the invitation for bid.
- 3.33 Bidders shall be careful to provide all information requested in the IFB to include **ATTACHMENT – E**, the Vendor Information Page and all other information pages.
- 3.34 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 respondent or competitor relating to those prices, the intention to submit a statement of qualifications, or the methods or factors used to calculate price.
Bidders shall be carefully to provide all information requested in the IFB to include **ATTACHMENT – G Certifications and Assurances Page**.

4. CONTRACT TIME

- 4.1 The work to be performed under this Contract shall be commenced upon the date stated in the Notice to Proceed. The work is to be substantially completed no later than **90 calendar days** from the date stated in the Notice to Proceed.

5. GENERAL

5.1 WORKMANSHIP

- 5.1.1 All work will be performed in a neat, workmanship-like manner by craftsmen skilled in their trade.
- 5.1.2 The contractor will be responsible for all damages caused by his employees or others acting as his agents.
- 5.1.3 Areas that have been cleaned where the surface is down to exposed masonry, wood or metal needs to be primed using a quality primer for the type of material to be repainted.
- 5.1.4 All paint shall be mixed thoroughly before and during use.
- 5.1.5 Contractor shall refrain from painting when temperature is below 50 degrees and when rain is imminent.
- 5.1.6 Paint may be applied by spraying, brushing or rolling.
- 5.1.7 Paint shall be applied smoothly and evenly without runs or sagging and free from drops, ridges, laps and brush marks.
- 5.1.8 Contractor shall ensure that all coats are dry before applying succeeding coats.
- 5.1.9 If spray method is used contractor shall ensure that areas adjacent to the surface to be painted are masked to prevent over-spray on those surfaces.

5.2 EXTERIOR CLEANING

- 5.2.1 Clean all surface areas using high-pressure washer and chemicals to remove surface dirt and stains (include any vinyl siding) (Do not paint vinyl siding).
- 5.2.2 Cleaning chemicals should be non-toxic to plants.

5.3 **OVERSPRAY**

5.3.1 The contractor shall take necessary precautions to prevent overspray from damaging automobiles or other equipment in the area.

5.4 **CAULKING**

5.4.1 Remove any loose caulking on all exterior surfaces, expansion joints, around windows, and any other existing caulking on the exterior of the buildings.

5.4.2 Re-caulk buildings using a urethane-type caulking. Color to be selected by MSH.

5.5 **SURFACE PREPARATION**

5.5.1 All surfaces to be painted are to be clean, dry and free from grease and dust.

5.5.2 If efflorescence (a white powdery or crust-like deposit on the surface) occurs, remove the loose paint by thorough brushing and/or scraping and washing with TSP. Inspect for any visible damage done to the surface.

5.5.3 In areas where mildew and/or algae growth are evident, carefully wash with a mild bleach solution, rinse with plenty of water and allow to dry.

5.5.4 Areas of loose or damaged paint may be removed by the use of power wire brushes, paint scrapers, putty knives or sand paper.

5.6 **CRACKS AND IMPERFECTIONS**

5.6.1 Repair all cracks and imperfections to match existing surface.

5.6.2 Cracks more than 1/8" and less than 1/4" shall be repaired using a high quality acrylic or silicone caulk.

5.6.3 Cracks larger than 1/4" shall be brought to the attention of the project manager for discussion and direction.

5.7 **DOORS AND WINDOWS**

5.7.1 Areas around doors and windows shall be inspected.

5.7.2 Any old damaged or deteriorated caulk shall be removed.

5.7.3 All areas that have had caulking removed shall be re-caulked with high quality acrylic or silicone caulk.

5.7.4 All caulking shall be applied after the surface is primed and the primer is dry.

5.8 **HARDWARE**

5.8.1 Hardware, hardware accessories, plates, lighting fixtures, and similar items shall be masked/covered or removed prior to painting and replaced upon completion of each side.

5.9 **PAINTING - Coating Application**

5.9.1 Paint all previously painted surfaces on exterior of the buildings using paint as specified below.

5.9.2 The contractor shall strictly follow the paint manufacturers' recommendations for preparing and cleaning all areas that are to be painted.

5.9.3 Clean each surface to be painted prior to applying paint and remove any rust, loose, or scaling paint.

5.9.4 All bare metal to be painted shall be primed with a rust-inhibiting primer that is compatible with the finish coat paint.

5.9.5 Schedule cleaning and painting so that dust or other contaminants from the cleaning process will not fall onto wet, newly painted surfaces.

5.9.6 MSH will select the color of the paint.

5.10 **PRE-APPROVED MANUFACTURER PAINTS**

5.10.1 The paint specifications below are meant as guidelines and requests for substitutions will be considered.

5.10.2 When submitting request for substitution, provide complete product data specified for each substitute product.

5.10.3 Acceptable Manufacturer:

5.10.3.1 Sherwin-Williams Paints (The Sherwin-Williams Company or Lowes)

A. A-100 Exterior - Wood

B. Loxon Masonry Topcoat - Concrete, cement panels, concrete block, brick, and stucco

C. KEM Aqua Enamel - Metal

D. Primer

D.1 Loxon Concrete & Masonry Primer - Concrete

D.2 A-100 Exterior Primer - Wood

D.3 KEM Aqua Primer - Metal

5.10.3.2 Behr Paints (Home Depot)

A. Behr Premium plus Ultra - Wood

B. Behr Premium Masonry, Stucco, and Brick Paint - Concrete, cement panels, concrete block, brick, and stucco

C. Behr Premium 3200 Direct to Metal - Metal

D. Primer

D.1 BXC-55 Concrete paint and primer in one - Concrete

D.2 Behr Premium Plus Primer - Wood

D.3 Direct to Metal - Metal

5.10.3.3 Benjamin Moore Paints - (Seabrook Paint Company)

A. Regal Exterior Paint - Wood

B. Floor & Patio - Concrete, cement panels, concrete block, brick, and stucco

C. Corotech - Metal

D. Primer

D.1 Fresh Start - Wood

D.2 Ultra Spec Masonry Paint - Concrete

D.3 Super Spec. Metal Primer - Metal

5.11 **WINDOW CLEANING**

5.11.1 All adjacent glass areas shall be cleaned after washing of areas to be painted.

Craig Kittrell

Director of Support Services

ATTACHMENT - A (pg.1 of 4)
Procurement Schedule: MSH Bid File 03.05.2018.457

Exterior Repainting Project
SPECIFICATIONS & REQUIREMENTS
Method of Award: BY LINE ITEM

1. Successful contractor shall provide labor and materials necessary to clean the exterior (pressure wash any vinyl siding), replace any loose caulking, and repaint exterior painted surfaces, of the buildings listed below.

Buildings (All exterior painted surfaces) - 1, 2, 3, 4, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 61, 67, 89, 96, 97, 98, & 99

Partial Buildings (Front side [south, west, & east sides] all exterior painted surfaces) - 33, 34, & 47 : (building 38 Front side [north side] all exterior painted surfaces) (building 60 Front side [east, north, & south] all exterior painted surfaces)
{See Attachment A pg. 4 of 4 highlighted buildings in red}

2. MSH shall provide adequate and clear access to all buildings.
3. Successful contractor shall agree to commence work on, or before, a date specified in a written Notice to Proceed and fully completes the Project within the calendar days indicated on this form.
4. Successful contractor shall agree to attachment F (Mississippi State Hospital Guidelines for Contractor).

ATTACHMENT - A (pg. 2 of 4)

Line #	QUANTITY	Description	Bid Price \$
1.	1 EACH	<p>Provide all labor and materials necessary to clean the exterior surfaces, replace any loose caulking, and repaint exterior painted surfaces of the buildings listed below.</p> <p>Buildings - 1, 2, 3, 4, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 96, 97, 98, & 99 (All exterior painted surfaces)</p> <p>Paint Manufacturer: _____</p> <p>List Product #: _____ _____ _____ _____ _____ _____</p>	\$ _____
2.	1 EACH	<p>Provide all labor and materials necessary to clean the exterior surfaces, replace any loose caulking, and repaint exterior painted surfaces of the buildings listed below.</p> <p>Buildings - 61, 67, & 89 (All exterior painted surfaces)</p> <p>Paint Manufacturer: _____</p> <p>List Product #: _____ _____ _____ _____ _____ _____</p>	\$ _____
3.	1 EACH	<p>Provide all labor and materials necessary to clean the exterior</p>	

ATTACHMENT - A (pg. 3 of 4)

		<p>surfaces, replace any loose caulking, and repaint exterior painted surfaces, of the buildings listed below.</p> <p>Partial Buildings - 33, 34, & 47(Front side [south, west, & east] all exterior painted surfaces): (building 38 Front side [north] all exterior painted surfaces): (building 60 Front side [east, north, & south] all exterior painted surfaces)</p> <p>Paint Manufacturer: _____</p> <p>List Product #: _____ _____ _____ _____ _____ _____</p>	<p>\$ _____</p>
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NOTE: Vendors shall understand that the above quantities are not guaranteed and that the quantity requirements may change as the needs of MSH change.

The work is to be substantially completed no later than 90 calendar days from the date stated in the Notice to Proceed.

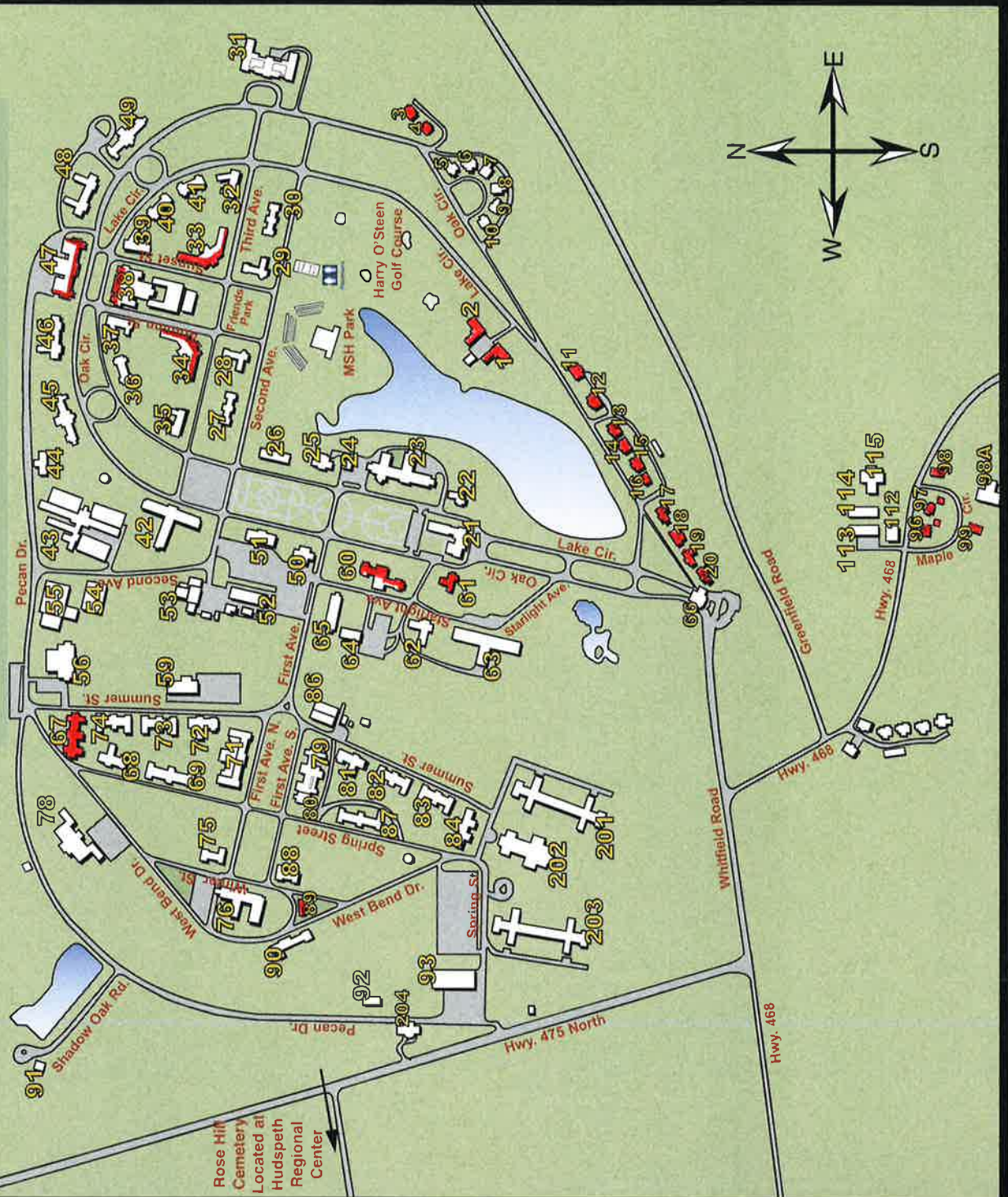
COMPANY NAME	DATE
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AUTHORIZED SIGNATURE	TITLE
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MISSISSIPPI STATE HOSPITAL

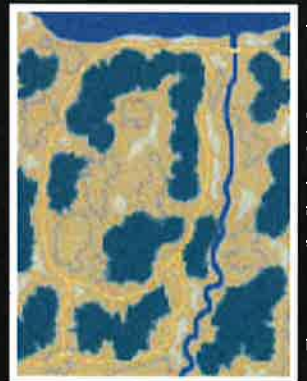
WHITFIELD CAMPUS MAP

130 129 128
127 126



DIRECTORY OF BUILDINGS

1-19	Staff Housing	61	Human Resources/
20	Campus Police	62	Personnel
21	Director's Office/Health Records/	63	Closed
	Risk Management/Fiscal Services/	64	Female Receiving Unit
22	Visitor Check-in/Post Office	65	Information Management/
	Clinical Services/Administration/	66	Staff Education Classrooms
23	Social Services	67	Staff Education/Dormitory/
	Oak Circle Center	68	Multimedia Services
	(Specialty Unit-Child &	69	Front Gate
	Adolescent Services)/	70	Employee Health/
24	MSH Museum	71	Service Outcome/
	Patient Accounts	72	Inpatient Services
25	Lakeside School/	73	Closed
26	Census Management	74	JNH - Jaquith Inn
27	Mid South Rehab	75	Public Relations/
28	JNH - Madison Inn	76	Conference Center/
29	JNH - Jefferson Inn	77	Clothing/Donation Center/
30	Beauty Shop/Art Services	78	The Gift Shop/Printing and
31	JNH - Adams Inn	79	Design Services
32	Community Integration	80	Staff Education Training
33	Program (CIP)	81	Closed
34	JNH - Jefferson Inn	82	Closed
35	JNH - Madison Inn	83	Denial Services
36	Transportation	84	Closed
37	CTS	85	JNH - Jaquith Inn/
38	Pastoral Care/Chapel/	86	JNH Administration
	Library/Music Services/	87	Speech-Panology/
	Auditorium/Recreation/	88	Environmental Services
39	Ballroom	89	Central Supply
40	Medical Psychiatric Unit	90	Chemical Dependency Unit
41	JNH - Monroe Inn	91	Closed
42	JNH - Monroe Inn	92	Male Continued Treatment Unit
43	Employee Dormitory	93	Chemical Dependency Unit
44	Forensic Services	94	Horiculture Therapy
45	Closed	95	Medical Psychiatric Unit
46	Female Intensive	96	Closed
47	Observation Unit	97	Physical Services
48	Housekeeping/Staff Education	98	JNH Alternate Unit
49	Training Center	99	JNH Alternate Unit
50	JNH - Adams Inn	100	Club House
	Inpatient Services/Treatment Mail	101	MSH Emergency Generators
51	Pharmacy	102	Central Warehouse/
52	Psychological Services	103	Purchasing/Property
53	Fire Department/Maintenance	104	Hudspeth Emergency
54	Maintenance	105	Generators
55	Laundry	106	Staff Housing
	Property Warehouse/Sewing	107	MSH Barn
56	Room/Housekeeping	108	Closed
57	Subs Food Service Facility	109	Closed
58	Paint Shop	110	Closed
59	Winfield Medical	111	MSH Barn
60	Surgical Hospital (WMSU)	112	126-130 Campground Cabins
		113	Dr. Albert Randal Herdrix
		114	Treatment Center (Male
		115	Receiving Unit, Admissions,
		116	Vocational Rehab)
		117	Back Entrance
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The nature trail at Shadow Oak Campground

EXECUTION PAGE

ATTACHMENT – B

BIDS WILL BE OPENED: **2:00 P.M. Tuesday, January 30, 2018, Building 93**, Mississippi State Hospital. I certify that I am authorized to enter into a binding contract, if this bid offer is accepted. By signing below, the undersigned agrees to all terms and conditions of the Invitation For Bid, including attachments, in whole and with exception of those amendments as acknowledged in writing to Bidder and signed by a duly authorized agent of MSH.

**The prices listed are submitted on behalf of _____ and
(VENDOR'S NAME)**

**we agree to begin work under this contract within _____ days from receipt of
your purchase order and to complete all work in accordance with the bid
specifications within _____ calendar days.**

Unless notified to the contrary, this offer is good for sixty (60) days from the bid opening date. In submitting the above, it is expressly agreed that, upon proper acceptance of any or all items by Mississippi State Hospital, a contract shall hereby be created only after a written purchase order or contract award notice is mailed or otherwise furnished to the successful bidder(s) within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the vendor in whole or in part without the written consent of Mississippi State Hospital.

ACKNOWLEDGEMENT OF AMENDMENTS

Bidders shall acknowledge the receipt of amendments by placing an "X" by each amendment received: Amendment No. 1() Amendment No. 2() Amendment No. 3() Amendment No. 4()

Vendor's Name: _____ Date: _____

Email Address: _____ Telephone: _____

Address: _____

City/State/Zip Code: _____

By: _____ Title: _____

(Vendor's Authorized Agent Signature)

ATTACHMENT - C

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION ADMINISTRATIVE RULE FOR MANDATORY ELECTRONIC PAYMENT OF VENDORS AND ELECTRONIC INVOICING BY VENDORS

Vendor Name ("Vendor"): _____

Vendor has received a copy of the "Mississippi Department of Finance and Administration
Administrative Rule on Mandatory Electronic Payment of Vendors."

Vendor understands that MSH is an agency of the State of Mississippi, and as such, its payments are
processed by the Mississippi Department of Finance and Administration ("DFA").

Vendor agrees to one of the following:

- a) Within 60 days, enroll in the State of Mississippi E-Payment vehicle, currently
Paymode™, for the receipt of payment from the State of Mississippi.
- b) Obtain an exemption from DFA before providing any good or services which may be
billable to MSH.

Vendor understands that payment will not be received from the MSH until enrollment in
Paymode™ is complete, or an exemption is granted by DFA.

Signature

Printed Name

Title

Date

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION
ADMINISTRATIVE RULE MANDATORY ELECTRONIC PAYMENT
OF VENDORS

I. General Purpose.

- A. The Mississippi Department of Finance and Administration (DFA) serves as the primary executive branch agency for fiscal management. Under §7-7-41, the State Fiscal Officer has the authority to prescribe rules and regulations concerning the issuance of warrants and other forms of payments for all departments, institutions and agencies of the state. This rule, unless otherwise noted, is to set as the standard that vendors of the State of Mississippi shall be paid electronically and shall be provided the supporting remittance detail by electronic means.
- B. This rule is a means for reducing the costs to produce paper warrants and remittance advices. The State has documented significant savings in the move to electronic payment and remittance. The State avoids the costs associated with printing, sorting, distributing, copying, and mailing warrants. Additionally, the State has determined that there are reduced opportunities for fraud and lost payments under this means of payment and remittance.
- C. Vendors benefit by receiving notification of pending deposits of funds and have options for interfacing the remittance data from the State into their accounts receivable systems.

II. Definitions.

- A. ACH: Automated Clearing House. Affiliated with the U. S. Treasury and the Federal Reserve System and used as the conduit for electronic payments and collections.
- B. EFT: Electronic Funds Transfer. Electronic Funds Transfer (EFT) provides for electronic payments and collections. EFT is safe, secure, efficient, and less expensive than paper check payments and collections. Issuance costs for EFT payments are approximately 80% less than the cost to issue the same payment on a paper warrant. EFT transactions use the ACH network associated with the Federal Reserve System.
 - 1. The State of Mississippi uses “standard EFT” for transferring funds to employee bank accounts for direct deposit of payroll payments and for some transfers to checking accounts of State agencies.
 - 2. The State uses expanded EFT in the transfer of funds and remittance information using PayMode™. The State has established PayMode™ as the default payment method for those payments and transfers requiring supporting remittance information.
- C. E-payment vehicle: Tool that captures the payment and remittance information and pushes it electronically to the designated vendor from the source system (MAGIC). The ACH is used to move the funds while a proprietary system is used to provide access to supporting remittance data and notification of the availability of funds to the State’s vendors.

- D. Existing Agreements: Individual agreements in place for the acceptance of electronic payments prior to the implementation of this policy.
- E. PayMode™: A Bank of America product, PayMode™ is the State's present e-payment vehicle.
- F. MAGIC: Mississippi Accountability System for Government Information and Collaboration, the successor system for SAAS and SPAHRS.
- G. Vendor payments: Payments initiated and approved by State Agencies for various goods and services or as used to transfer funds to other governing authorities such as school districts, cities, and counties.

III. Requirements for Transitioning to E-payment Vehicle

- A. All existing vendors presently set up for payment through standard EFT, unless otherwise approved as an exemption, must be enrolled in PayMode™ .
- B. All vendors established as new vendors in the State Magic System must be established for e-payment and remittance via PayMode™.
- C. All remaining MAGIC vendors, unless specifically exempted, must convert to PayMode™ on the schedule determined by DFA.
- D. To register for PayMode™, vendors should go to the Bank of America's™ enrollment website at <http://www.bankofamerica.com/paymode/ms>.
 - 1. Vendor must have a valid email address in order to enroll with PayMode™.
This email address can be obtained through one of the free email services such as Yahoo or Hotmail.
 - 2. Vendor must have access to a computer. As computers are generally accessible in all businesses as well as in Public Libraries or other public forums, no exemption will be granted for having only limited or no access to a computer.
 - 3. Vendor may request assistance in enrolling with the State's e-payment service provider by contacting mash@dfa.state.ms.us or by calling MASH at (601)359-1343.

IV. Requirements for Transitioning to E-invoicing

- A. All vendors who contract with a state agency must agree to invoice the State electronically through PayMode.
- B. To register for PayMode E-invoicing, vendors must first register with PayMode for E-payment.
- C. Vendors must then complete additional information on the PayMode website to enroll in E-invoicing.
- D. Vendors may request assistance in enrolling in PayMode E-invoicing by contacting PayMode Customer Support at 1-866-252-7366.

V. Exemptions

A. The following are exempt from this rule:

1. State employees as defined in §25-9-107;
2. Contract workers – note that Independent Contractors are **not** exempt from this rule;
3. Vendors specifically approved for “one of” payments using the specific vendor number designated for that purpose by the Office of Fiscal Management;
4. Right-of-Way acquisition payments made by the Mississippi Department of Transportation.
5. Debt service payments made by the Office of the State Treasurer;
6. Tax payments to the IRS (standard EFT);
7. Tax payments to the Mississippi State Tax Commission (standard EFT);
8. Transfers to the Public Employees Retirement System of Mississippi (standard EFT);
9. Transfers to the Mississippi Deferred Compensation and Trust/SBA (standard EFT);
10. Vendors who apply for exemption and are approved by DFA.

B. To apply for exemption, the vendor must submit a written application to:

Director, Office of Fiscal Management
Department of Finance and Administration
501 North West Street, Suite 1101B
Jackson, Mississippi 39201

C. Application must detail the following:

1. Reason(s) exemption requested. This must be a narrative explanation of the reason for the request;
2. Documentation of supporting cost and legal issues associated with the request for the exemption.

D. DFA will issue a written determination within 10 business days of the receipt of the exemption request. The written determination of DFA will be considered the final determination.

REFERENCE PAGE – EXHIBIT D

COMPANY NAME	CONTACT PERSON	TELEPHONE	DATE OF LAST SERVICE/SALE

YEARS IN BUSINESS

Indicate the length of time you have been in business providing the products/
services requested in this invitation for bid: _____ Years and
_____ Months

VENDOR INFORMATION – ATTACHMENT E

IN ADDITION TO INFORMATION SUPPLIED ELSEWHERE WITHIN THE IFB, PLEASE COMPLETE THE FOLLOWING WHICH WILL BE USED IF YOU ARE AWARDED A CONTRACT.

PAYMENT TERMS: _____ FEDERAL ID NUMBER: _____

SHIPMENT WILL BE MADE: _____ DAYS A.R.O.

SEND ORDERS TO:

VENDOR NAME & ADDRESS: _____

Telephone: _____ Fax: _____

INVOICES WILL BE FROM:

VENDOR NAME & ADDRESS: _____

CONTRACT CONTACT:

Name: _____

Telephone: _____ E-Mail: _____

WARRANTY SERVICE CONTACT: _____

ATTACHMENT - F

Mississippi State Hospital Guidelines for Contractors

- All valuables should be locked in vehicles and out of view
- Clean outside work area each day
- Do not leave sharp objects lying around
- Do not leave keys in ignition, cars running or unlocked while unattended, or tools boxes unlocked
- Keep building and work area secure at all times and free from safety hazards
- General Contractor is responsible for all personnel working on the project
- Never leave ladders unattended
- Never leave paint, cleaners, chemicals etc. unattended
- Pants and shirts will be worn by all workers at all times
- Never leave electrical tools plugged in or any tools/equipment unattended
- No digging with any equipment or tools is allowed unless prior approval from the Physical Plant Director
- All vehicles must have a contractors /construction permit pass
- You must have a valid driver's license and proof of insurance when operating a vehicle on the Hospital grounds
- No weapons are allowed on Hospital grounds
- Speed limit on campus is 20 M.P.H.
- No alcohol or illegal drugs are allowed on the Hospital grounds
- All vehicles entering / exiting Hospital grounds may be subject to search or vehicle inspection
- DO NOT pass buses or vans while Patients / Residents are being loaded or unloading at buildings bus stops
- Upon completion of project assignments, turn-in your Construction Pass
- Patients / Residents and pedestrians have the right a way at all times
- Patients / Residents photography is restricted. If pictures are needed of the worksite, the Physical Plant Director or designee must be present
- No loitering on buildings
- Do not give Patients / Residents anything (example: money, snacks, cigarettes)
- If Patients / Residents come into the project area, ask them to leave, if Patient / Resident will not leave, call Campus Police. Do not touch Patients / Residents unless they are in danger
- Use of offensive language or gestures to any Patient, Resident, or Staff will not be permitted
- Mississippi State Hospital is a tobacco free campus

ATTACHMENT G
Certifications and Assurances

I/We make the following certifications and assurances as a required element of the offer to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

1. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it **has/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 statement of qualifications.

2. REPRESENTATION REGARDING GRATUITIES

Contractor represents that it **has/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 Office of Personal Service Contract Review Board Rules and Regulations.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

Contractor certifies that the prices submitted in response to the solicitation **have/have not** been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other respondent or competitor relating to those prices, the intention to submit a statement of qualifications, or the methods or factors used to calculate price.

4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective Contractor represents as a part of such Contractor's statement of qualifications that such Contractor **has/has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Name/Title:

Signature/Date:

Note: *Please be sure to circle the applicable word or words provided above. Failure to circle the applicable word or words and/or to sign the statement of qualifications form may result in the statement of qualifications being rejected as nonresponsive. Modifications or additions to any portion of this statement of qualifications document may be cause for rejection of the statement of qualifications.*