



## **MISSISSIPPI DEPARTMENT of WILDLIFE, FISHERIES, & PARKS**

Sam Polles, Ph.D., Executive Director

1505 Eastover Drive

Jackson, Mississippi 39211

(601) 432-2400

**SOLICITATION:** Request for Quotes-Informal (RFQI)

**SOLICITATION NUMBER:** RFX #3140001568

**DESCRIPTION:** Lefleur's Bluff State Park Manager's Residence  
Roof Replacement

**SERVICE LOCATION:** Lefleur's Bluff State Park  
3315 Lakeland Terrace  
Jackson, MS 39216

**ISSUE DATE:** October 4, 2018

**SUBMISSION DEADLINE:** October 11, 2018, 2:00 p.m.

**CONTACT INFORMATION:** Marilyn M. Watkins  
Telephone: 601.432.2195  
Email: [marilyn.watkins@wfp.ms.gov](mailto:marilyn.watkins@wfp.ms.gov)

**MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS**  
**REQUEST FOR QUOTES INFORMAL (RFQI)**  
**LEFLEUR'S BLUFF STATE PARK – MANAGER'S RESIDENCE ROOF REPLACEMENT**

**1. Purpose**

The Mississippi Department of Wildlife, Fisheries, and Parks is seeking a contractor for repair services, and hereby requests quotes from contractors to replace the roof on the Manager's Residence at Lefleur's Bluff State Park, Jackson, MS. Vendors are responsible for examining all specifications, terms, conditions, and instructions in the Request for Quotes Informal (RFQI) and failure to do so will be at the vendor's risk.

Notice is hereby given that Request for Quotes Informal (RFQI) will be received in the Support Services Office of the Department of Wildlife, Fisheries & Parks, 1505 Eastover Drive, Jackson, MS 39211 until **2:00 pm, October 11, 2018**, and any quote submitted after this time will be rejected and returned unopened.

**2. Scope of Services**

The work includes replacing the roof on the Manager's Residence at Lefleur's Bluff State Park, 3315 Lakeland Terrace, Jackson, MS 39216. The detailed scope of services includes:

1. Remove shingles
2. Replace felt and shingles using architectural shingles
3. Replace all boots on pipes
4. Dispose of all debris properly

**3. Type of Contract**

Compensation for services will be in the form of a firm fixed-price agreement.

**4. Quote Acceptance Period**

The original quote form and attachments shall be signed and submitted in a sealed opaque envelope or package to 1505 Eastover Drive, Jackson, MS 39211, no later than the time and date specified for receipt of quotes. Timely submission of the quote form is the responsibility of the vendor. Quotes received after the specified time shall be rejected and returned to the vendor unopened. The envelope or package shall be marked with the quote opening date and time, and the number of the request for quotes. **A statement must be on the exterior of the envelope stating that the quote does not exceed \$50,000.**

The time and date of receipt shall be indicated on the envelope or package by the Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP). Each page of the **QUOTE FORM** and all attachments shall be identified with the name of the vendor. Failure to submit a quote on the quote form provided shall be considered just cause for rejection of the quote.

5. **Registration with Mississippi Secretary of State**  
By submitting a quote, the vendor certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.
6. **Applicable Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state and local laws and regulations.
7. **Approval Clause.** It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
8. **Availability of Funds.** It is expressly understood and agreed that the obligation of the agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi state legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the state of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the agency, the agency shall have the right upon ten (10) working days written notice to contractor, to terminate this agreement without damage, penalty, cost or expenses to the agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
9. **Compliance with Laws.** Contractor understands that the Agency is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
10. **E-Payment.** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

11. **E-Verification.** If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:
  - a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; or
  - b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
  - c. both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.
12. **Paymode.** Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
13. **Procurement Regulations.** The contract shall be governed by the applicable provisions of the *Mississippi Procurement Manual*, a copy of which is available at 501 N. West St., 701 Woolfolk Building, Suite A, Jackson, MS or downloadable at [www.dfa.ms.gov](http://www.dfa.ms.gov).
14. **Representation Regarding Contingent Fees.** Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor’s proposal.
15. **Representation Regarding Gratuities.** Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in

16. **Stop Work Order.**

- a. *Order to Stop Work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:
  - i. cancel the stop work order; or,
  - ii. 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 shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
  - i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
  - ii. Contractor 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.

17. **Termination for Convenience.**

- a. *Termination.* The Agency Head 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 Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor

will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

18. **Termination for Default.**

- a. *Default.* If Contractor 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 Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's 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 Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor 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's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor 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 such sums as the Agency Head 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 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 to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head 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 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 to meet the contract requirements. Upon request of Contractor, the Agency Head 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's 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". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's 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.
19. **Termination Upon Bankruptcy.** This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor 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.
20. **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.
21. **Transparency.** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any

other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

22. **Independent Contractor Status.** Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for MDWFP. Nothing contained herein shall be deemed or construed by MDWFP, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the MDWFP and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDWFP or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the MDWFP and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MDWFP. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDWFP, and the MDWFP shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The MDWFP shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDWFP shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.
23. **Contact.** Any questions regarding the RFQI should be directed to Marilyn M. Watkins at (601) 432-2195. Questions about the actual project should be directed to Mr. Johnny Sims at (601) 506-2083.
24. **Performance and Payment Bonds & Insurance.** For construction and repair projects, in accordance with MS Code 1972 Annotated, 31-5-51:
  - a. All projects for construction and repairs greater than \$5,000 require at least \$1,000,000 general liability insurance policy.
  - b. All projects for construction and repairs greater than \$25,000 require a 100% payment bond and performance bond and payment bond in addition to the \$1,000,000 general liability insurance policy.
  - c. All projects for construction and repairs less than \$25,000 may be paid in a lump sum upon successful completion in lieu of bonds.
25. **Workers Compensation.** Per MS Code 71-3-5, Workers Compensation Coverage is required when, and if, there are five (5) or more workers.



## QUOTE SUBMISSION

Request for Quotes Informal (RFQI) will be received in the Support Services Office of the Department of Wildlife, Fisheries & Parks, 1505 Eastover Drive, Jackson, MS 39211 until **2:00 pm, October 11, 2018**, and any quote submitted after this time will be rejected and returned unopened.

Quotes can be submitted electronically as instructed below by uploading the Request for Quote Informal Form in the MAGIC system as an attachment. The attachment should be named *Request for Quote Informal*.

If you are not able to submit your quote electronically, the Quote Form can be mailed or hand delivered in an envelope clearly marked with the following information:

RFQI – LeFleur’s Bluff State Park Manager’s Residence Roof Replacement  
ATTN: Marilyn M. Watkins  
Support Services, Department of Wildlife, Fisheries, & Parks  
1505 Eastover Drive  
Jackson, MS 39211

**A statement must be on the exterior of the envelope stating that the quote does not exceed \$50,000.**

The quote package must be sealed and must contain the following:

- Quote Form (price must be broken down by components) **Attachment A**
- Certificate of Insurance (At least 1,000,000.00 – general liability insurance & worker’s compensation if over 5 employees.) **Attachment B**
- Bonds (100% Performance and Payment Bonds if quote is \$25,000 or more. Less than \$25,000 – lump sum payment at completion of the job in lieu of bond). **Attachment C**

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# QUOTE FORM for Contractor/Vendor

ATTACHMENT A

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Project # \_\_\_\_\_  
Project Title \_\_\_\_\_  
Location \_\_\_\_\_

I propose to complete all work included in the scope of work:

\_\_\_\_\_  
\_\_\_\_\_ within \_\_\_\_\_ consecutive calendar days from the Notice to Proceed, for the sum of:

**BASE BID/QUOTE:**

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) (written out carries)

**ALTERNATE:** (cannot be an alternate if project is an "emergency")

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) (written out carries)

Breakdown of bid components is required when bid exceeds \$5,000.00. (Code 31-7-13(b) amended by SB2923 L'09). Combined total of all bid components must equal base bid/quote. Identify each material component in excess of \$5,000.00 on a separate line item with remainder of materials included together on the Miscellaneous Material line item. Insurance is required for \$5,000.00 and over. Bond is required for \$25,000.00 and over. No component breakdown needed for bid/quote under \$50,000.00 when Code 31-7-13(c) regarding advertisement is followed. (you don't have to use ALL the following blanks – just the applicable blanks.)

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**MATERIAL 1:**

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) (written out carries)

Description (include manufacturer/model #) \_\_\_\_\_

**MATERIAL 2 (if applicable):**

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) (written out carries)

Description (include manufacturer/model #) \_\_\_\_\_

**MATERIAL 3 (if applicable):**

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) (written out carries)

Description (include manufacturer/model #) \_\_\_\_\_

**MATERIAL 4 (if applicable):**

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) (written out carries)

Description (include manufacturer/model #) \_\_\_\_\_

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**MATERIAL 5 (if applicable):**

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) (written out carries)  
Description (include manufacturer/model #) \_\_\_\_\_

**MATERIAL 6 (if applicable):**

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) (written out carries)  
Description (include manufacturer/model #) \_\_\_\_\_

**MATERIAL 7 (if applicable):**

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) (written out carries)  
Description (include manufacturer/model #) \_\_\_\_\_

**MISCELLANEOUS MATERIALS (if applicable) (include value of any materials not included in previous line items):**

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) (written out carries)

**EQUIPMENT (if applicable):**

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) (written out carries)

**LABOR (if applicable) (including labor burden):**

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) (written out carries)

**OVERHEAD & PROFIT (including taxes): (if not included in costs above)**

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) (written out carries)

**TAXES All overhead including Sales and/or MPC taxes, if applicable, is included in the total bid above.**  
This is a tickler to the bidder – taxes cannot be requested at a later date.)

**MINORITY BUSINESS ENTERPRISE?** Yes \_\_\_\_\_ No \_\_\_\_\_ (to assist with Code 57-1-57)

**ADDENDA ACKNOWLEDGMENT: (if any)**

No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_  
No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_

**ACCEPTANCE:**

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name and Title \_\_\_\_\_  
Name of Business \_\_\_\_\_

Address \_\_\_\_\_ (mailing)  
Address \_\_\_\_\_ (physical)  
City/State/Zip Code \_\_\_\_\_ County \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
Certificate of Responsibility Number(s): \_\_\_\_\_

# SECTION 00650

# ATTACHMENT B

## STANDARD CONSTRUCTION CONTRACT CERTIFICATE OF INSURANCE

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the policies below.

<b>INSURED:</b> (Contractor's Name & Address)				<b>COMPANIES PROVIDING COVERAGE w/ MID Lic or NAIC #</b>		
				<b>A</b>	#	
				<b>B</b>	#	
				<b>C</b>	#	
				<b>D</b>	#	
<b>PROJECT:</b> (Number, Name & Location)				<b>E</b>	#	
				<b>F</b>	#	
				<b>G</b>	#	
<b>OWNER:</b> Bureau of Building, Grounds & Real Property Management				Companies above must be approved by the MS Ins Dept at <a href="https://www.mid.ms.gov">https://www.mid.ms.gov</a> (or most up-to-date link) per Code & WComp at <a href="http://www.mwcc.ms.gov/">http://www.mwcc.ms.gov/</a> (MID mod'd 041615)		
Type Insurance	Co	Policy Number	Policy Period	Coverage and Minimum Amount		
General Liability Commercial General Liability				General Aggregate	\$ 1,000,000	
				Products Comp/Ops (Aggregate)	\$ 1,000,000	
				Personal Injury (Per Occurrence)	\$ 500,000	
				BI & PD (Per Occurrence)	\$ 1,000,000	
				Fire Damage (Per Fire)	\$ 50,000	
				Medical Expense (Per Person)	\$ 5,000	
Owners/Contractors Protective Liability				General Aggregate	\$ 1,000,000	
				Per Occurrence	\$ 500,000	
Automobile Liability				Bodily Injury/Property Damage Combined Single Limit (Per Occurrence)	\$ 500,000	
				<b>OR</b>	Bodily Injury (Per Person)	\$ 250,000
					Bodily Injury (Per Accident)	\$ 500,000
					Property Damage (Per Occurrence)	\$ 100,000
* Excess Liability (Umbrella on projects over \$500,000)				Aggregate	\$ 1,000,000	
				Per Occurrence	\$ 1,000,000	
Workers' Compensation (As required by Statute) Employers' Liability				Accident (Per Occurrence)	\$ 100,000	
				Disease-Policy Limit	\$ 500,000	
				Disease-Per Employee	\$ 100,000	
Property Insurance (not required when project is demolition ONLY – required for ALL other projects including paving)				<b>OR</b>	Builders' Risk Installation Floater	Must be equal to Value of Work
Other						
Certification: I certify that these policies (subject to their terms, conditions and exclusions) have been (1) issued to the Insured for the coverages and at least the amounts as indicated by companies licensed in Mississippi; (2) countersigned by a Mississippi Licensed Agent; and (3) endorsed to require the company to give thirty (30) days written notice to the Owner prior to cancellation or non-renewal of above.						
<b>Producing Agent:</b> (Name, Address and Telephone)						
				(Signature)	(Date) MID Lic # or countersign below	
				(Name and Title of Authorized Representative) (typed)		
				Agent must be approved by the MS Ins Dept or countersign <a href="https://www.mid.ms.gov">https://www.mid.ms.gov</a>		

☐ Check if Mississippi Licensed Agent  
OR Countersign by Mississippi Licensed Agent MID Lic # \_\_\_\_\_

CONTRACT BOND  
SECTION 00600

ATTACHMENT C

I. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS: THAT \_\_\_\_\_,  
Principal, a \_\_\_\_\_, residing at \_\_\_\_\_,  
authorized to do business in the State of Mississippi  
under the laws thereof, and \_\_\_\_\_ Surety, a corporation of the State of \_\_\_\_\_,  
authorized to do business in the State of Mississippi under the laws thereof, are held and firmly  
bound unto the Owner of the State of Mississippi, Obligee, hereinafter referred to as "Owner," for the use and benefit of the Owner and those  
claimants and others set forth herein below and described in Sections 31-5-51 and 31-5-3, **Mississippi Code of 1972, Annotated**, as  
amended, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful  
money of the United States, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, 20\_\_\_\_\_, entered into a Contract with  
the Owner for the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
as provided in said Contract and in accordance with the Contract Documents. All of the terms and provisions of the above mentioned  
Contract, drawings, Project Manual, and addenda are by reference made a part hereof and fully incorporated herein, and are hereinafter  
referred to as "the Contract." All of the terms and provisions of Sections 31-5-51, 31-5-3, supra, Section 31-5-53 of the **Mississippi Code of  
1972, Annotated**, as amended, and all other code sections cited herein are also by reference made a part hereof and fully incorporated  
herein.

II. PERFORMANCE BOND

NOW, THEREFORE, the condition of this Performance Bond is such that if Principal shall promptly and faithfully perform said Contract, then  
this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject however, to the following conditions:

Whenever the Owner has performed its obligation but the Principal has defaulted under the terms of the Contract, or any portion thereof,  
and the Owner has declared the Principal to be in default, the Surety shall promptly:

1. Remedy the default, or
2. Complete the Contract in accordance with its terms and conditions, or
3. Procure the completion of the Contract in accordance with its terms and conditions.

Even if there should be a succession of defaults, the Surety is responsible for completion of the Contract. The Surety shall provide sufficient  
funds to pay the cost of completion of the Contract in its entirety including other costs and damages for which the Surety may be liable  
thereunder, less the balance of the Contract price. The term "balance of the Contract price," as used in this paragraph, shall mean the total  
amount payable by Owner to Principal under the Contract and any Change Orders thereto, less the amount paid by Owner to Principal.

III. LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, the condition of this Labor and Material Payment Bond is such that if Principal shall promptly make payments to all  
persons supplying labor or material used in the prosecution of the work under said Contract, then this obligation shall be null and void;  
otherwise, it shall remain in full force and effect; however, the Owner shall not be liable for the payment of any costs or expenses of any suit  
described in Subsection (2) of Section 31-5-51, supra.

#### IV. BOND FOR PAYMENT OF TAXES AND OTHER ASSESSMENTS

NOW THEREFORE, the condition of this Bond for Payment of Taxes and Other Assessments is such that if Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-1, and 31-5-3, **Mississippi Code 1972, Annotated**, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

#### V. GENERAL CONDITIONS

The following conditions apply to all three (3) of the above-mentioned Bonds:

1. The Performance Bond is for an amount equal to the full amount of said Contract.
2. The Labor and Material Payment Bond is for an amount equal to the full amount of said Contract.
3. If any changes are made in the work, or any extensions of time are granted, or any increases in the total dollar amount of the Contract are made, such changes, extensions, increases, or other forbearance on the part of either the Owner or the Principal will not, in any way, release the Principal and Surety, or either of them, from their liability hereunder, or any portion thereof, notice to the Surety of any such change, extension, increase, or forbearance being expressly waived.
4. These Bonds are governed by and shall be construed in accordance with Mississippi law. Any inconsistency with these Bonds and any provision of Mississippi law shall be remedied by deleting the inconsistent portion of these Bonds and leaving the remaining consistent portions in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SURETY \_\_\_\_\_

Mississippi NAIC number: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name) Attorney-in-Fact (Title)

Surety Agent Mississippi License Number: \_\_\_\_\_

\_\_\_\_\_  
(Surety Address)

\_\_\_\_\_  
(Surety City/State/Zip/Phone)

COUNTERSIGNED:

MISSISSIPPI LICENSED AGENT COMPANY NAME

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name) Licensed Mississippi Agent (Title)

Countersignature Agent MS License Number: \_\_\_\_\_

\_\_\_\_\_  
(MS Licensed Agent Address)

\_\_\_\_\_  
(MS Licensed Agent City/State/Zip/Phone)

PRINCIPAL \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip/Phone)

Surety Company, Surety Agent's Name, Address, etc. should be typed and with seal (preferably embossed seal) on Bond and P/A. The P/A should be for the Attorney-in-Fact with seal (preferably embossed seal).

The Contract Bond shall be duly executed by the Bidder AND a MS Licensed Agent said Surety approved by the MS Ins Dept  
OR  
signed by the Surety's Agent AND countersigned by a MS Licensed Agent for said Surety approved by the MS Ins Dept.

Countersignature, when signed, can be the same as the Attorney-in-Fact when the Attorney-in-Fact is licensed in Mississippi. Countersignature will be different when the Attorney-in-Fact and/or Surety is "not" licensed in Mississippi. P/A will be for the Attorney-in-Fact.

Check the Surety Company AND the Surety Agent  
AND/OR the Countersignature Company and/or Agent at MS Ins Dept web:  
<https://www.mid.ms.gov> (or the most up-to-date link)

Easier to locate Agent at MID when name agrees with MID licensed name.)

(Bond Agent MID or Code requirements are different from the Ins Cert Agent MID or Code requirements.)