MISSISSIPPI
DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS

Sam Polles, Ph.D
Executive Director

Quote Proposal for Services

Advertisement Date:

March 7, 2016

Repairs to Ballfield Dugouts

Opening Date:

2:00 PM March 9, 2016

Quotes Received Until:

1:59 PM March 9, 2016

Notice is hereby given that quote proposals will be received in the Accounts Payable Office of the Department of Wildlife, Fisheries & Parks, 1505 Eastover Drive, Jackson, MS 39211 until **2:00 pm, March 9, 2016**, and any quote submitted after this time will be rejected and returned unopened.

A. General Information

1. Type of Service: This is a quote proposal for repairs to the dugouts at Lake Lowndes State Park

2. Place of Service: Lake Lowndes State Park, 3319 Lake Lowndes Road, Columbus, MS 39702

3. Independent Contractor: In performing services under this agreement, vendor shall be deemed an independent contractor and shall not act as nor is an agent or employee of **MDWFP**. As an independent contractor, the vendor will be solely responsible for determining the means and methods for performing the services described in the specifications. All of the vendor's activities will be at its own risk and vendor is hereby given notice of its responsibility for arrangement to guard against physical, financial, and other risks as appropriate. Vendor shall observe and abide by all applicable laws and regulations including, but not limited to, those of **MDWFP** relative to conduct on its premises.

4. Quality of Service: Vendor agrees to perform its services with standard of care, skill, and diligence normally provided by a professional organization in the performance of services. All work shall be performed to the complete satisfaction of **MDWFP.**

5. Contact: Any questions regarding the project should be directed to John Sims at 601-506-2083.

6. Vendors are responsible for examining all specifications, terms, conditions, and instructions in the Request for Quotations. Failure to do so will be at the vendor's risk.

7. Awarding the Contract: The contract is to be awarded to the lowest responsible bidder whose bid meets the requirements and criteria set forth in the Specifications.

8. There will be a one-time payment for the awarded contract amount. All services are expected to be completed no longer than one year from the award date.

GUARANTEE/WARRANTY:

The Contractor shall provide Guarantee of the Work, on company letterhead, guaranteeing the Work to be free from defective or non-conforming materials and workmanship for a period of one (1) year from date of Substantial Completion. The Contractor will replace any non-conforming or defective work promptly, to the requirements of the Drawings and Specifications, and at no additional cost to the Owner.

Material and equipment warranties, as applicable, shall be the manufacturer's standard warranty for the specified product, unless noted otherwise.

PERFORMANCE AND PAYMENT BONDS:

In accordance with MS Code 1972 Annotated, 31-5-51, a performance bond and payment bond are required in an amount not less than the bid quotation amount except whenever a contract is less than Twenty-five Thousand Dollars ($25,000.00) and a lump sum payment is made at the completion of the job. Lump sum payments will not be made until completion and acceptance by the Department of Wildlife, Fisheries, and Parks. In such a case a performance bond or payment bond will not be required.

INSURANCE:

If awarded this job, SB 3147, Laws of 2000, requires contractors of construction, repair, and maintenance jobs in excess of $5,000 to provide certificate of general liability insurance of at least $1,000,000 for bodily injury and property damage. Insurance is required for on-site labor only.

WORKERS COMPENSATION:

Per MS Code 71-3-5, Workers Compensation Coverage is required when, and if, there are five (5) or more workers.

CONTRACTOR'S TAX:

Per MS Code 27-65-21, Contactor is responsible for payment of contractor's tax of 3 ½ percent if compensation exceeds $10,000.

PATENTS AND ROYALTIES:

Contractor covenants to save, defend, keep harmless, and indemnify MDWFP and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost--including court costs and attorney's fees, charges, liability, and exposure, however caused--for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by MDWFP. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

INDEMNIFICATION:

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

MISCELLANEOUS:

The contractor will be responsible for adhering to, and compliance with, all federal, state, and local laws, regulations, codes, and standards pertaining to the performance of all work related to this project as described in the bid quotation form and/or project Drawings and Specifications.

The Department of Wildlife, Fisheries, and Parks will not be responsible for the contractor's means, methods, techniques, sequences, procedures of construction, or safety precautions and programs related to all work as described in the inquiry and/or project specifications.

E-VERIFY – EMPLOYEE STATUS VERIFICATION SYSTEM:

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; 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.

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 § 31-7-305.

Quote Submission

All quotes must be submitted electronically as instructed below. Please refer to the links below for the Vendor Registration website as well as tutorials. Please contact the MASH Help Desk (601-359-1343) if you require any assistance.

Registration Website

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100#

Tutorial For Registration Process

http://uperform.magic.ms.gov/ucontent/7506bb9015c348dd8c10223a706188d0_en-US/course/html/course.htm

Tutorial for Bid Submission

http://www.mmrs.state.ms.us/vendors/Supplier_Training.shtml

- Click on Supplier Self Service eLearning
- Then Click Launch Course
- In the top right corner, click MENU
- Find Lesson 2: RFx
- And follow the instructions.

Upload the following document:

Quote Proposal Form. Complete form and upload as an attachment. The attachment should be named *Quote Proposal Form.*

Quote Proposal Form

Mississippi Department of Wildlife, Fisheries, and Parks
Attention: Esther Young, Purchasing and Accounts Payable Director
P.O. Box 451
Jackson, MS 39205-0451

Description Title	Total Price
Repairs to Lake Lowndes Dugouts	_____

Brief Description:

- Remove two block dugouts
- Save the slabs and rebuild the dugouts using steel pipe and fencing material with a metal roof
- Replace rotten wood, cyclone fencing, roofing, and paint on the four remaining dugouts

Having examined the specifications for Lake Lowndes State Park located within the State of Mississippi, the undersigned proposes to perform as per specified for the price shown above.

Signature_____

Title_____

Company_____

Address_____

City_____ State_____ Zip_____

Telephone Number_____

Fax Number_____

Email _____