
**DEPARTMENT OF FINANCE AND ADMINISTRATION
BUREAU OF BUILDING, GROUNDS AND
REAL PROPERTY MANAGEMENT
JACKSON, MISSISSIPPI**

ADVERTISEMENT FOR BIDS

Sealed bids will be received at the Bureau of Building, Grounds and Real Property Management, 501 North West Street, Suite 1401B, Jackson, Mississippi, 39201 until 2:00:00 p. m. on _____, for:

RE:

at which time they will be publicly opened and read. Contract Documents may be obtained from:

Professional:
Address:

Phone:

A deposit of \$0.00 is required. Bid preparation will be in accordance with Instructions to Bidders bound in the Project Manual. The Bureau of Building, Grounds and Real Property Management reserves the right to waive irregularities and to reject any or all bids. **NOTE: Telephones and desks will not be available for bidders' use at the bid site.**

Director

Dates of Publication:

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INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 **DEFINITIONS:**

- A. **Bureau or Owner:** Bureau of Building, Grounds and Real Property Management.
- B. **Vendor, Contractor or Bidder:** Furniture & Equipment Provider submitting a Bid Proposal.
- C. **Professional:** Firm hired to specify and manage furniture & equipment purchases for the Bureau.
- D. **Project Manual:** This entire Document, Specification, Addenda, Drawings and any attachments.

1.02 **SCOPE:** To furnish, deliver and install furniture and equipment according to the detailed Specifications of this Project.

1.03 **QUESTIONS:** Questions should be directed to the Professional. If there is no Professional, questions should be directed to the Bureau Staff in charge of the Project. Should a Bidder find discrepancies in, or omissions from, this Project Manual, or be in doubt as to their meaning, the Bidder should immediately notify the Professional or Bureau Staff who will send written instruction(s) or interpretation(s) to all known holders of the documents. Neither the Bureau Staff, nor the Professional, will be responsible for any oral instruction or interpretation.

1.04 **BIDDER'S QUALIFICATIONS:** No *Certificate of Responsibility* is required for this Project.

1.05 **NON-RESIDENT BIDDER:** There is no resident preference law regarding this Project.

1.06 **DISQUALIFICATION OF BIDDER:** A Bidder may be disqualified for any of the following reasons:

- A. Bidder being in arrears on existing Contracts.
- B. Bidder being in litigation with the Owner, or the Using Agency.
- C. Bidder having defaulted on a previous Contract.
- D. Bidder fails to provide brochure(s) and specifications on substitutions.

1.07 **CONDITIONS OF WORK:** Each Bidder must fully inform himself of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder, or Contractor.

1.08 **EXAMINATION OF SITE:** All Bidders shall visit the building site, compare the Project Manual and Drawings, if any, with any work in place and be informed of all conditions. Failure to visit the site will in no way relieve the successful Bidder from furnishing any materials or performing any work required to complete work in accordance with the Project Manual and Drawings without additional cost to the Owner.

1.09 **LAWS AND REGULATIONS:** The Bidder's attention is directed to the fact that all applicable Mississippi state laws, rules and regulations of all authorities having jurisdiction over construction of the Project apply to the Contract.

1.10 **OBLIGATION OF BIDDER:** At the bid opening, each Bidder will be presumed to have inspected the site, read and been thoroughly familiar with the Project Manual, including all Addendum.

1.11 **BID DOCUMENT DEPOSIT AND RETURN:** The deposit amount is indicated in the *Advertisement for Bids*.

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- 1.12 **METHOD OF BIDDING:** Lump sum, single bids received on each item or bid group will include all work specified in the Project Manual.
- 1.13 **INCREASE OR DECREASE BY OWNER:** The Owner reserves the right to either increase or decrease any particular item provided such increase or decrease does not alter the total amount of the Contract more than twenty percent (20%) of the original amount and does not affect the status of the low Bidder.
- 1.14 **PROPOSAL FORMS:** The Bidder shall make all proposals on forms provided and shall fill all applicable blank spaces without interlineation or alteration and must not contain recapitulation of the work to be accomplished. No oral or telegraphic proposals will be considered.
- 1.15 **TIME OF COMPLETION:** When specified, the Bidder shall agree to commence work on, or before, the date specified and fully complete the Project within the calendar days indicated on the Proposal Form.
- 1.16 **DELIVERY:** All furniture and equipment items shall be clearly marked identifying the item, packaged (including operation and maintenance manuals) and delivered to the following address:

(Type Address Information)

The successful Bidder is responsible for delivery, assembly and installation of all items named in the Contract. The Vendor is responsible for coordinating all work and contact the Using Agency **one week prior to delivery**.

- 1.17 **CLEANING:** Maintain premises free from accumulation of waste, debris and rubbish caused by installation operations. At completion of work, remove waste materials, rubbish, equipment and surplus materials to an off-site waste area. Clean all surfaces stained or soiled as a result of furniture and equipment installation. Leave building clean and ready for occupancy.
- 1.18 **BASE SPECIFICATIONS:** Trade names and Manufacturer stock numbers are used to set a definite standard. In no case are trade names or stock numbers used with the intention to discriminate against an equal product made by another Manufacturer. Consideration will be given to all equal and similar items.
- 1.19 **ALTERNATES:** Any alternates are contained in the Specifications section of the Project Manual.
- 1.20 **SUBSTITUTIONS:**
- A. **Manufacturer's Name:** Bidders will note the name of the product's manufacturer listed in the Specification section. When an item is specified by Brand or Manufacturer, it will be assumed Bidders are bidding on the base bid item as specified unless a different Brand or Manufacturer is noted.
- B. **Submittals:** When bidding an item other than the specified base bid item, the Bidder will submit with the bid a complete pictorial brochure and specification data for each substituted item. It is the Bidder's responsibility to point out specific deviations from the specified base bid item. This data **must** accompany the Bidder's submittal. *Failure to comply with this procedure may be grounds to disqualify a bid.*

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- 1.21 **ADDENDA:** Any addendum to the Project Manual issued before or during the time of bidding shall be incorporated into the Proposal and become a part of the Contract. The *Proposal Form* will have ample space to indicate the receipt of Addendum. When completing the *Form*, the Bidder shall list in the space provided the Addendum number and the date it was received.
- 1.22 **BIDDER IDENTIFICATION:**
- A. **Signature:** The *Proposal Form* shall be signed by any individual authorized to enter into a binding agreement for the Business making the Bid Proposal.
 - B. **Name of Business:** The name appearing on the *Form* should be the company's legal name.
 - C. **Legal Address:** The address appearing on the *Form* should be the company's legal address.
- 1.23 **BID BONDS:** Performance Bond and Bid Security are not required for this Project. However, bids are to be firm for forty-five (45) days after the scheduled time of opening.
- 1.24 **POWER OF ATTORNEY:** A Power of Attorney is not required for this Project.
- 1.25 **GUARANTEE:** Each Bidder will guarantee the entire installation represented in the Bid Proposal against defect in materials or workmanship for one (1) year. The successful Bidder further guarantees to replace, without cost to the Owner, any and all defective items clearly the fault of the Manufacturer and not caused by installation or misuse.

PART 2 - PROPOSAL FORM

- 2.01 **FORMAT OF SUBMITTAL:** Bidders will complete the Bid Proposal as directed. Any shipping or installation costs should be calculated and included in the total bid price and not listed as separate items. In addition, the State of Mississippi is not subject to excise or sales tax; therefore, do not include either in the total bid prices.
- 2.02 **BID GROUPS OR ITEMS:** Furniture & equipment may be grouped for bidding in several ways - a bidder is not required to bid on all groups or items listed on the form of proposal.
- A. **Matching Bid Group:** All items in a Matching Group will be manufactured by the same company to insure *exact* match; and, the Matching Group will be awarded to one (1) Bidder submitting the lowest and best base bid. Bidders **must** bid on everything within the Matching Group, or the bid will be considered nonresponsive.
 - B. **Combination Bid Group:** Items in an Individual Bid Group will be manufactured by different companies; and, may be awarded to any Bidder submitting the lowest and best bid. Bidders must bid on everything within the individual bid group, or the bid will be considered nonresponsive.
 - C. **Individual Item:** Any item specified separately may be awarded to any Bidder submitting the lowest and best bid. Bidders are not required to bid on all individual items.

- 2.03 **SUBMITTAL:** A bid must be delivered to the address indicated on the *Advertisement for Bids* prior to the time and date stated. Bids shall be submitted in **duplicate** and sealed in an opaque envelope marked, mailed or hand-delivered as follows:

(In upper left hand corner)

Name of Firm

(Bid shall be addressed and delivered to)

Department of Finance & Administration
Bureau of Building, Grounds and Real Property Management
501 North West Street, Suite 1401B [Woolfolk Building]
Jackson Mississippi 39201

(In lower left hand corner)

Bid for Project # _____

Title _____

Using Agency _____

If the Bid is mailed via Federal Express, or a similar service, the envelope containing the bid shall be placed inside a second envelope to prevent inadvertent premature opening of the Bid Proposal.

- 2.04 **MODIFICATION TO BID:** A Bidder may modify the bid prior to the scheduled closing time indicated in the *Advertisement for Bids* in the following manner:
- A. **Notification on Envelope:** Modifications may be written on the outside of the sealed bid envelope.
 - B. **Facsimile:** A facsimile (fax) will not be accepted.
- 2.05 **WITHDRAWAL OF BID:** Any bid may be withdrawn prior to the scheduled time for opening of bids. However, after a bid has been opened and read, it may not be withdrawn until forty-five (45) days after the bid opening.

PART 3 - BID OPENING AND AWARD OF CONTRACT

- 3.01 **OPENING OF BIDS:** Bids will be publicly opened shortly after the time stated in the *Advertisement for Bids*. Bidder representatives are invited; however, attendance is not mandatory.
- 3.02 **IRREGULARITIES:** The omission of any information requested on the *Proposal Form* may be considered as an informality, or irregularity, by the awarding public body when in its opinion the omitted information does not alter the amounts contained in the Bid Proposal, or place other Bidders at a disadvantage.
- 3.03 **PROTEST:** Any protest must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening.

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- 3.04 **ERRORS:** Any claim of error and request for release from a bid must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening. The Bidder shall provide sufficient documentation with the written request clearly proving an error was made.
- 3.05 **REJECTION OF BIDS:** The Owner reserves the right to reject any and/or all bids.
- 3.06 **AWARD OF CONTRACT:** A Contract will be awarded to the lowest base bid meeting Specifications and is in the best interest of the Using Agency. Delivery date and cost are also considerations in the choice of Contract award. A sample copy of the F & E Contract Form is attached to the end of this project manual.
- 3.07 **FAILURE TO ENTER INTO A CONTRACT:** There is no penalty for failure to enter into a Contract for this Project
- 3.08 **SECURITY FOR FAITHFUL PERFORMANCE:** No *Security for Faithful Performance* is required for this Project.
- 3.09 **TERMINATION OF CONTRACT:** The Owner may terminate any Contract if the furniture and equipment items are not delivered to the site prior to 12:00 midnight of the agreed upon date. If termination is necessary under this clause, the Owner has no financial obligation to the Bidder for any costs incurred.
- 3.10 **PAYMENT TO VENDOR:** When submitting a request for payment to the Bureau, the Vendor must mail a completed *Pay Request Form* accompanied by an **original**. Bureau Staff will verify delivery, obtain the Using Agency's approval and process the *Request*. No payments will be made to a Vendor unless a signed Contract acknowledging acceptance has been received by the Owner.
- 3.11 **PAY REQUEST FORM:** A sample of the Pay Request Form is attached to the end of this project manual.

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PROPOSAL FORM
SECTION 00300

To: Department of Finance & Administration
Bureau of Building, Grounds and Real Property Management
501 North West Street, Suite 1401B [Woolfolk Building]
Jackson Mississippi 39201

Re: GS # _____
Project Title _____
Using Agency _____
Location: _____

I propose to deliver, assemble and complete all work in accordance with the Project Manual and Drawings within () _____ consecutive calendar days for the sum of:

Matching Bid Group:

Matching Group B1 Base Bid: \$ _____

Substitution: _____

ADDENDA ACKNOWLEDGEMENT:

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 _____

City/State/Zip Code _____

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