

PROPOSAL FORM
SECTION 00 4200

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

Re: Project # _____
Project Title _____
Location _____

I propose to complete all work in accordance with the Project Manual and Drawings within _____ consecutive calendar days for the sum of: (Professional must specify number of days)

BASE BID: (Write in the amount of the base bid in words and numbers. In case of conflict, the written word governs.)

Words: _____ Dollars (\$ _____)

ALTERNATES: (Write in the amount of all of the alternates in words and numbers. In case of conflict, the written word governs.)

Alternate #1 () Adds () Deducts

Words: _____ Dollars
(\$ _____)
Description _____

Alternate #2 () Adds () Deducts

Words: _____ Dollars
(\$ _____)
Description _____

Alternate #3 () Adds () Deducts

Words: _____ Dollars
(\$ _____)
Description _____

Alternate #4 () Adds () Deducts

Words: _____ Dollars
(\$ _____)
Description _____

Alternate #5 () Adds () Deducts

Words: _____ Dollars
(\$ _____)
Description _____

ADDENDA ACKNOWLEDGMENT: (modified dates August 2016)

No. _____ No. _____ No. _____
No. _____ No. _____ No. _____

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 _____

Complete spelling of bidder's name and 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>] (see 2.07, 3.01, 5.01) **PLEASE LOOK IT UP at SoS. SoS rules when the 2 are different.**

Address _____ (mailing)
Address _____ (physical)
City/State/Zip Code _____ County _____
Phone _____ Fax _____ Email _____

- **BIDDER'S CERTIFICATE OF RESPONSIBILITY NUMBER(S):** _____
- **MINORITY BUSINESS ENTERPRISE?** Yes _____ No _____ (to assist with Code 57-1-57)

- Attach copy of Non-Resident Bidder's Preference Law (5.04 of Bidder's Checklist)

- **Mechanical / Plumbing / Electrical Contractors:** (modified Dec 2013 SoS per 10/17/12 Addendum 1 & Feb 2014; 021219 sub over \$50,000.00; modified 04/06/2020)

Regarding said Divisions of the Specifications of the BoB Standard Form of Agreement Between The Owner and The Contractor: List any Mechanical/Plumbing and/or Electrical Sub-Contractors that will perform work of this contract; regardless of cost even for under \$50,000.00. COR must be included where sub-contract exceeds \$50,000.00. If no sub-contractor is listed, and such work is within scope of contract and over \$50,000.00, bidder's own COR classification(s) must be sufficient to self-perform any such work. If no sub-contractor is listed, then use of sub-contractor to perform such scope will not be permitted. This is in accordance with 5.05 and 5.06 of the Bidder's Checklist.

Mechanical Contractor: _____ Certificate of Responsibility No. _____
Plumbing Contractor: _____ Certificate of Responsibility No. _____
Electrical Contractor: _____ Certificate of Responsibility No. _____

■

**STANDARD FORM OF AGREEMENT BETWEEN
THE OWNER AND THE CONTRACTOR SECTION
00 5200**

This Agreement made the _____ day of _____, 20____ between the Owner,

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

created by Section 7-1-451 et seq., and Section 31-11-1, et seq., **Mississippi Code of 1972, Annotated**, and acting for the State of Mississippi;
and between the Contractor:

Business Name _____
Address _____
City/State/Zip _____ Phone: _____ Fax: _____ Email: _____

The Contractor is a (check and complete one of the following):

_____ CORPORATION or LLC solely organized and existing under the laws of the State of _____
and having its principal office in _____, _____, _____
(City) (County) (State)

_____ PARTNERSHIP of the following (list all partners):

_____ SOLE PROPRIETORSHIP

For the following Project:

GS#

This Agreement entered into as of the day and year first written above:

OWNER: BUREAU OF BUILDING, GROUNDS AND
REAL PROPERTY MANAGEMENT

CONTRACTOR:

By: _____
(Signature)

By: _____
(Signature)

Adrian Massey, Director
(Name and Title)

(Name and Title)

APPROVED AS TO FORM:

By: _____
(Signature of Attorney)

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH IN PAGES ONE THROUGH THREE, ARTICLES ONE THROUGH FIVE, AS FOLLOWS:

ARTICLE 1: THE WORK AND CONTRACT DOCUMENTS
THE WORK

1.1.1 The Contractor will perform all the work required by the Contract Documents for the Project indicated above.

1.2 THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents which constitute the entire Agreement between the Owner and the Contractor, are enumerated as follows:

1.2.2 Project Manual dated _____

BIDDING REQUIREMENTS

- Advertisement for Bids
- Instructions to Bidders
- Proposal Form

STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR

CONTRACT BOND

POWER OF ATTORNEY

CERTIFICATE OF INSURANCE

CONDITIONS OF THE CONTRACT

- General Conditions
- Supplementary Conditions
- Labor Requirements
- Addenda

SPECIFICATIONS (check the specs listed on the contents and included in the manual)

- | | |
|--|--|
| <input type="checkbox"/> Division 1: General Requirements | <input type="checkbox"/> Division 26: Electrical |
| <input type="checkbox"/> Division 2: Existing Conditions | <input type="checkbox"/> Division 27: Communications |
| <input type="checkbox"/> Division 3: Concrete | <input type="checkbox"/> Division 28: Electronic Safety and Security |
| <input type="checkbox"/> Division 4: Masonry | <input type="checkbox"/> Division 31: Earthwork |
| <input type="checkbox"/> Division 5: Metals | <input type="checkbox"/> Division 32: Exterior Improvements |
| <input type="checkbox"/> Division 6: Wood, Plastics and Composites | <input type="checkbox"/> Division 33: Utilities |
| <input type="checkbox"/> Division 7: Thermal and Moisture Protection | <input type="checkbox"/> Division 34: Transportation |
| <input type="checkbox"/> Division 8: Openings | <input type="checkbox"/> Division 35: Waterway and Marine Construction |
| <input type="checkbox"/> Division 9: Finishes | <input type="checkbox"/> Division 40: Process Interconnections |
| <input type="checkbox"/> Division 10: Specialties | <input type="checkbox"/> Division 41: Material Processing and Handling Equipment |
| <input type="checkbox"/> Division 11: Equipment | <input type="checkbox"/> Division 42: Process Heating, Cooling, and Drying Equipment |
| <input type="checkbox"/> Division 12: Furnishings | <input type="checkbox"/> Division 43: Process Gas and Liquid Handling, Purification, and Storage Equipment |
| <input type="checkbox"/> Division 13: Special Construction | <input type="checkbox"/> Division 44: Pollution and Waste Control Equipment |
| <input type="checkbox"/> Division 14: Conveying Equipment | <input type="checkbox"/> Division 45: Industry-Specific Manufacturing Equipment |
| <input type="checkbox"/> Division 21: Fire Suppression | <input type="checkbox"/> Division 46: Water and Wastewater Equipment |
| <input type="checkbox"/> Division 22: Plumbing | <input type="checkbox"/> Division 48: Electrical Power Generation |
| <input type="checkbox"/> Division 23: HVAC | |
| <input type="checkbox"/> Division 25: Integrated Automation | |

1.2.3 Addenda

- Addendum No. 1, dated _____
- Addendum No. 2, dated _____
- Addendum No. 3, dated _____
- Addendum No. 4, dated _____
- Addendum No. 5, dated _____

1.2.4 Drawings dated _____

- | | |
|--------------------------------|--------------------------------|
| Sheets No. _____ through _____ | Sheets No. _____ through _____ |
| Sheets No. _____ through _____ | Sheets No. _____ through _____ |
| Sheets No. _____ through _____ | Sheets No. _____ through _____ |
| Sheets No. _____ through _____ | Sheets No. _____ through _____ |
| Sheets No. _____ through _____ | Sheets No. _____ through _____ |
| Sheets No. _____ through _____ | Sheets No. _____ through _____ |

1.2.5.1 Other documents, dated _____

ARTICLE 2: CONTRACT SUM

2.1 CONTRACT SUM

2.1.1 The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract sum of _____ Dollars

(\$ _____). The Contract sum is determined as follows:

Base Bid		\$ _____
Modifications	() Adds () Deducts	\$ _____
Negotiations		\$ _____
Alternate No. _____	() Adds () Deducts	\$ _____
Alternate No. _____	() Adds () Deducts	\$ _____
Alternate No. _____	() Adds () Deducts	\$ _____
Alternate No. _____	() Adds () Deducts	\$ _____
Alternate No. _____	() Adds () Deducts	\$ _____
Total Contract Sum		\$ _____

2.2 LIQUIDATED DAMAGES

2.2.1 The stipulated liquidated damages described in Paragraph 9.11 of the *Supplementary Conditions* are in the amount of _____ Dollars (\$ _____) for each calendar day.

ARTICLE 3: CONTRACT TIME

3.1 TIME

3.1.1 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 complete, subject to approved Change Orders, no later than _____ calendar days from the date stated in the *Notice to Proceed*.

ARTICLE 4: PAYMENTS AND FINAL PAYMENTS

4.1 PROGRESS PAYMENTS

4.1.1 Based upon applications for payment submitted to the Professional by the Contractor and *Certificates for Payment* issued by the Professional, the Owner will make progress payments on account of the Contract sum to the Contractor as provided in the Contract Documents.

4.2 FINAL PAYMENT

4.2.1 Final payment constituting the entire balance of the Contract sum will be paid by the Owner to the Contractor when the work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Professional and approved by the Owner.

ARTICLE 5: MISCELLANEOUS PROVISION

5.1 DEFINITION OF TERMS

5.1.1 Terms used in this Agreement which are defined in the General, Supplementary, and Special Conditions of the Contract will have the meanings designated in those Conditions.

5.2 CONTRACTOR'S INTEREST IN AGREEMENT

5.2.1 The Contractor will not assign, sublet, or transfer the interest in this Contract agreement without the written consent of the Owner. The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

5.3 PROFESSIONAL

5.3.1 The Professional assigned to this Project is as follows:

Name _____
Address _____
Telephone _____ Fax Number _____ E-Mail Address _____

*** END OF SECTION ***

CONTRACT BOND
SECTION 00 6100

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 Bureau of Building, Grounds and Real Property Management of the State of Mississippi, Oblige, hereinafter referred to as "Owner," for the
use and benefit of the Owner and those claimants and others set forth hereinbelow 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)

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

Surety Agent MS Ins Dept License Number: _____
(Leave blank if you do not have a Mississippi #)

(Surety Address)

(Surety City/State/Zip/Phone)

MISSISSIPPI LICENSED AGENT COMPANY NAME

(add MS Licensed Agent address below)

COUNTERSIGNED: (if Surety Agent above is NOT MS Licensed)

(Signature) _____

Licensed Mississippi Agent
(Typed Name) (Title)

Countersignature Agent MS License Number: _____

(MS Licensed Agent Address)

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

PRINCIPAL _____

By: _____
(Signature) (same person on Bond and Contract page)

(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 and/or Surety 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 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.)

CERTIFICATE OF INSURANCE

SECTION 00 6216

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

INSURED: (Contractor's Name & Address)				COMPANIES PROVIDING COVERAGE w/ MID Lic or NAIC #			
				A	#		
				B	#		
				PROJECT: (Number, Name & Location)		C	#
						D	#
						E	#
				OWNER: Bureau of Building, Grounds & Real Property Management		F	#
G	#						
				Companies above must be approved by the MS Ins Dept at https://www.mid.ms.gov (or most up-to-date link) per Code & WComp at http://www.mwcc.ms.gov (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		
				OR 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		
MS 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)				OR Builders' Risk	Must be equal to		
				Installation Floater	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.							
Producing Agent: (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 https://www.mid.ms.gov			

Check if Mississippi Licensed Agent
OR Countersign by Mississippi Licensed Agent MID Lic # _____

Division 0

CERTIFICATE OF INSURANCE INSTRUCTIONS

SECTION 00 6217

1. The *Certificate of Insurance* is a tabulation of insurance required for this Project as specified in Article 11 entitled *Insurance and Bonds* in the General Conditions (AIA Document A201, Sixteenth Edition, 2007).
2. The *Certificate of Insurance* must be completed, certified by the original signature of a Mississippi Licensed Insurance Agent and/or countersignature, dated, and bound in each set of the Contract Documents. Insurance Companies providing coverage and Agent and/or Countersignature Agent must be approved by the Mississippi Insurance Department on their web at . http://www.mid.state.ms.us/licapp/search_main.aspx <https://www.mid.ms.gov> (or most up-to-date link). (Agent does not have to be on the MID web “for providers necessarily” – but must be an approved Agent on MID web. Easier to locate Agent at MID when name agrees with MID licensed name.)
3. Indicate Insured, Project, Companies providing coverage, policy numbers and policy periods in the blanks as applicable.
4. If the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" insurance is part of the Commercial General Liability Insurance Policy, or included by endorsement, indicate the policy number and period of the CGL policy in the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" blank spaces.
5. Automobile Liability Insurance may be provided which covers Bodily Injury and Property Damage in one (1) Combined Single Limit, or may be provided with separate minimum limits as shown on the Certificate of Insurance and specified in Article 11 of the Supplementary Conditions. The person signing the Certificate of Insurance should show which option the Contractor has selected by marking out the coverage that is not provided under the policies indicated.
6. OTHER INSURANCE (if required) will be indicated by typing in the "OTHER" block and detailed in Article 11 of the Supplementary Conditions.
7. CERTIFICATION wording may not be changed without specific written approval from the Owner. (nor on any other Owner documents herein, even beyond Insurance Certificate)
8. "Riders", Binders, TBA, TBD, or other unsolicited attachments, are not allowed as part of the *Certificate of Insurance* unless specifically requested in writing by the Owner, or specified as part of the requirements for this Project. (nor on any other Owner documents herein, even beyond Insurance Certificate)
9. CAUTION: The *Certificate of Insurance* is intended to be used for all Projects. The Contractor must provide all insurance specified in the Contract Documents for this Project, whether indicated on this form, or not. The Contractor must verify all insurance has been provided as required.
10. In accepting the Insurance Certificate by Owner, it would be helpful if some indication is given when, and if, the Provider is a Surplus Line Carrier, a Broker, or Self Insured (because they may not be on the MID web list referenced herein). (The Owner will have to ask MID (or know) at some point.)
11. The Workers Comp insurance provider must be approved and show up on the Workers Comp web at <http://www.mwcc.state.ms.us> / Services / Proof of Coverage Inquiry / accept / etc. and at the last step – enter the “contractor’s name”.

Note: Regarding #2 and #11. At the MID web – you enter the Surety Company / Provider / Agent. At the MWCC web - You enter the Vendor’s name, then click on the policy number to see the MWCC Ins Provider.

*** END OF SECTION ***

Division 0