

ADDENDUM NO. 1

ARCHITECT'S SUPPLEMENTAL
INSTRUCTIONS
1 PAGE PLUS ATTACHMENTS

January 27, 2025

Guard# MDVL239100/ DD# 2304
Key Field Fire Crash Rescue Station
Mississippi Air National Guard, 186th Air Refueling Wing
Meridian, Mississippi



BASE ACCESS PROCEDURES

Provided below is an itemized list of all changes to the Construction Documents incorporated by this addendum:

CHANGES TO SPECIFICATIONS:

ITEM NO. 1 SECTION 00 20 00 - INSTRUCTIONS TO BIDDERS

REPLACE this specification section with the attached revised section (8 pages).

1. **ADD** Paragraphs 3A BASE ACCESS PROCEDURES FOR PRE-BID MEETING and 3B BASE ACCESS PROCEDURES FOR CONSTRUCTION.

CHANGES TO DRAWINGS:

NONE

No other items.

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Encs.: see above
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(an expanded practice)

SECTION 00 20 00

INSTRUCTION TO BIDDERS

1. PROJECT IDENTIFICATION

The construction contemplated in the following specifications and the attached or accompanying documents including plans prepared as essential parts hereof include furnishing all plant, labor, tools equipment, materials, fixtures, accessories and other things necessary for construction of project as specified herein and as shown on the drawings. The State of Mississippi, represented by the Adjutant General of said State, shall be hereinafter referred to as the Director, State Purchasing and Contracting and/or Contracting Officer. Wherever the term "Owner" is used, it shall refer to the State of Mississippi.

2. BID SECURITY

Each bid must be accompanied by certified check, cashier's check, of the bidder, or a bidder's bond equal to 5% of the total amount of the base bid. Certified checks must be issued by a bank located within the State of Mississippi. If bid is submitted electronically, the physical Certified check or Cashier's check must be placed in the hands of the MS Military Department's state personnel directly serving the procurement activity prior to the date and time set for in the advertisement.

The successful bidder, upon failure or refusal to execute and deliver the contract and bond required within ten (10) days after he/she has been notified of award of the contract to him/her, shall forfeit to the Director, State Purchasing and Contracting and/or Contracting Officer, as liquidated damages not as penalty, for such failure or refusal, the security deposited with his/her bond.

3. SITE EXAMINATION

Each bidder must inform himself/herself fully of the conditions relating to construction and labor under which the work is to be performed by visiting each site and familiarizing himself/herself with the problem's peculiar to the various items of work. 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 Plans, Specifications or other contract documents without additional cost to the Owner.

3A. BASE ACCESS PROCEDURES FOR PRE-BID MEETING

- A. The Main Gate is located at 6225 M Street, Meridian, MS 39307. Escorts will be provided for the pre-bid meeting to escort personnel between the Main Gate and the meeting location. The Main Gate is located just west of Highway 11 on the northern end of Meridian Regional Airport.
- B. All contractor vehicles will undergo a vehicle search when they enter the base. Weapons and any illegal items are not allowed on Key Field and personnel possessing these items will not be allowed on-base.
- C. Base access requires a current and valid form of Government Identification (State driver's license or State identification) along with a valid social security number. Personnel with only a

SECTION AMENDED WITH ADDENDUM 01

State identification card may be allowed base access but will not be allowed to drive on Key Field ANGB.

- D. Key Field Air National Guard Base follows posted speed limits ranging from 5 to 25 MPH, and follows a “No Cell Phone Usage” policy to include texting and talking. Contractor personnel who are unable to follow base instructions will be removed from access.

3B. BASE ACCESS PROCEDURES FOR CONSTRUCTION

- A. All contractor, subcontractor, vendor, and supplier personnel must undergo proper vetting prior to receiving base access. Employers will complete a spreadsheet with personal information in order for Security to conduct a proper background check. Spreadsheets are to be submitted in excel format to the base (POC provided after contract award) at least 5 business days in advance of requiring access. Exemptions to vetting may include one-time access requirements such as delivery truck drivers but must be coordinated well in advance so the Government can provide an escort. All other personnel should anticipate vetting procedures as described above.
- B. Base access requires a current and valid form of Government Identification (State driver’s license or State identification) along with a valid social security number. Personnel with only a State identification card may be allowed base access but will not be allowed to drive on Key Field ANGB.
- C. The General Contractor is responsible to inform the government when access is no longer needed for a company or individual personnel (when work is complete or if an employee is no longer employed).
- D. All vetted personnel will register their Government Identification with Security Forces Squadron, and must present this ID at the gate each morning.
- E. Unless approved otherwise in advance, all access to the project site will occur through the Key Field Air National Guard Base Main Gate located at 6225 M Street, Meridian, MS 39307. The main gate is located just west of Highway 11 on the northern end of Meridian Regional Airport. All contractor vehicles will undergo a vehicle search when they enter the base. Weapons and any illegal items are not allowed on Key Field and personnel possessing these items will not be allowed on-base.
- F. Key Field Air National Guard Base follows posted speed limits ranging from 5 to 25 MPH, and follows a “No Cell Phone Usage” policy to include texting and talking. Contractor personnel who are unable to follow base instructions will be removed from access.
- G. Normal business hours for Contractor personnel are Monday through Friday 0715 – 1630. Work beyond 1630 and on weekends can be accommodated with prior notice. Arrival before 0715 must be approved in advance on a case-by-case basis for extreme circumstances (concrete pours, significant deliveries, etc) but should not be the norm.

SECTION AMENDED WITH ADDENDUM 01

H. Government work hours are Tuesday through Friday 0700-1630 and every other Monday (compressed work schedule) 0700-1530. Government personnel must be on-site for any escort requirements such as one-time deliveries. If an escort is required on a non-duty day, the Contractor must notify the Government in advance to arrange for escort.

4. APPROVAL

The Adjutant General of the State of Mississippi shall, and does, have the right to approve any and all material and equipment used in the construction of the projects involved and to make selection thereof.

5. PERFORMANCE BONDS

The Contractor shall give a Performance Bond and Payment Bond in the amount equal to 100% of the contract price in a surety company authorized to do business in the State of Mississippi as surety thereon. OPTIONAL: If contract price is under \$25,000, contractor may accept one/final payment in lieu of Performance Bond ONLY.

If, at any time after execution and approval of this contract and performance bond required by the contract documents, the Owner shall deem any of the sureties upon such bond to be unsatisfactory, or if for any reason, such bond shall cease to be adequate security for the Owner the Contractor shall, within five (5) days after notice of the Owner to do so, furnish a new and additional bond in form and sum signed by such parties as shall be satisfactory to the owner. No further payment shall be deemed to be due nor shall any further payment be made to the Contractor until such new bonds shall be paid for the Contractor, only bonding and surety companies that are approved in "Federal Register" 570, Surety Company Acceptable on Federal Bonds, will be acceptable to this office as underwriters.

6. EXECUTION OF BIDS

Each bid must be signed in writing by any individual authorized to enter into a binding agreement for the Business making the bid proposal. Any bid not so signed may be rejected for informality. All prices must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person delivering bid.

Should the bidder be a partnership, bid should be so signed as to show the various members making up the partnership. Should it be a company non-corporate, owner may be individual or group, this should also be made clear.

Failure to complete any and/or all bid items as required will render same irregular to the probable extent of causing rejection.

All bids must be submitted by one of the following:

Preferred Method: in a sealed envelope and addressed as shown on the bid specifications, Directions for Mailing Bids-DMB - Section 00 21 13 -1/1. Bids must be placed in the hands of the state personnel

directly serving the procurement activity prior to the hour of the date mentioned in the advertisement. Bidder submitting bid, whether hand delivered or mailed, is responsible for ensuring that the sealed bid is delivered by the required time and the bidder assumes all risk of delivery. The time of receipt shall be determined by the time clock of the Director, State Purchasing and Contracting and/or Contracting Officer or authorized representative directly serving the procurement activity for the Mississippi Military Department. Bids received after the hour and date specified will be rejected.

Bidder hand delivering his/her bid is encouraged to **arrive 45 minutes early** to preclude any delays due to heightened security at our facility.

Bidder mailing his /her bid must ensure that the mailing envelope is marked same as described in the Direction Mailing Bids-DMB Section 00 21 13 -1/1.

Second Method: Electronically via MAGIC Portal. Bidder will ensure that the opening page will be either the COR Number or Bid Does Not Exceed \$75,000.00 Only, the pages to follow will be the Bid Form, ect. . Bids must be electronically completed by the required date and time set for in the advertisement for bids and the bidder assumes all risk of electronic delivery. The site for MS Suppliers (Vendors) is <http://www.dfa.ms.gov/dfa-offices/mmrms/mississippi-suppliers-vendors/> at the bottom it will have Self service, supplier training etc.

Bidder may modify the bid PRIOR to the scheduled closing time indicated in the Advertisement of Bids on the outside of the sealed envelope containing the bid. A facsimile will not be acceptable.

If the agency is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental 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 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 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.

7. FORMS

For the purpose of uniformity and equity in all proposals, and clearly indicating alternate propositions as called for, bidders will be required to use the bid form incorporated herein. Where prices are stated, they must be expressed both in figures and written words in the spaces provided for that purpose. In case of difference in the figures and the written price, the latter will be considered binding. No amendments, alterations, insertions, provisions, or other additions made by the bidder for the purpose of changing the intent of expression of the forms provided, will be allowed. Also, any

changes may render the bid irregular and thereby cause its possible rejection. Loose copies of the proposal form shall be furnished to all bidders upon request.

Contractors shall hold their bids open for acceptance for a period of sixty (60) days from the date of the bid opening. The successful bidder further agrees that upon notification of an award of the contract, the successful bidder shall furnish the State of Mississippi a Performance Bond, Standard Form 25 and a Payment Bond, Standard Form 25A or equivalent Form from the bidders Bonding Company with good and sufficient surety. Bonds will be in the amount of 100% and in accordance with the Base Bid and/or combination of Bid Items as accepted by the Director, State Purchasing and Contracting and/or Contracting Officer.

8. TIME TO COMPLETE WORK

Bidder to whom contract is awarded must agree to commence the work within ten (10) calendar days after receipt of written notice to proceed and complete the work ready in its entirety within the time stated in Bid Form. This time will include the receipt of all Close Out Documents and final pay request to Director, State Purchasing and Contracting and/or Contracting Officer. If Substantial Completion is necessary and approved, it must be determined prior to the final completion date. Delays through no fault of the Contractor will be taken into consideration by the Director, State Purchasing and Contracting and/or Contracting Officer.

9. INTERPRETATION OF THE CONTRACT DOCUMENTS

It shall be incumbent upon all bidders to understand the provisions of the specifications and to obtain clarification prior to the time and date set for the bid opening. Such clarification will **only** be in form of a response to a written request and received not less than six (6) working days prior to the bid opening. No clarification will be offered as a response to a telephone request.

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of plans, specifications, or other contract documents, they should contact the Architect listed in Section 00 01 02 Project Information.

Any interpretations of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanations of the proposed documents.

Addenda modifying the specifications may be issued if time permits. No addendum will be issued within a period of two working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two-day period to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum. When replying to a bid request on which an addendum has been issued, the bidder shall attach a copy of the addendum with the bid which will indicate the acknowledgement of receipt of that addendum and that the bid is being offered in compliance therewith. **Failure to attach a copy of the addendum signature page may result in the bid being rejected as not being in accordance with the revised specifications.**

10. DISQUALIFICATION OF BIDDER: A Bidder may be disqualified for any of the following reasons:

- a. Failure to comply with the bid requirements.
- b. Bidder is in arrears on existing Contracts with the Owner or another state agency.
- c. Bidder is, or anticipates being, in litigation or arbitration with the Owner or another state agency.
- d. Bidder has defaulted on a previous Contract.

11. CERTIFICATION OF RESPONSIBILITY (COR)

a. The Mississippi State Board of Contractors is responsible for issuing Certificates of Responsibility to Contractors. To be awarded a Contract for public work, 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.

b. **Bid Under \$75,000**: If a Bidder submits a bid not exceeding \$75,000, no Certificate of Responsibility number is required; however, a notation stating the bid does not exceed \$75,000 must appear on the face of the envelope, or a Certificate of Responsibility number. SEE Directions for Mailing Bids, section 00 21 13, page DMB -1/1 for example.

c. **Bid Over \$75,000**: Each Bidder submitting a bid in excess of \$75,000 must show its Certificate of Responsibility number on the bid and on the face of the envelope containing the bid. SEE Directions for Mailing Bids, section 00 21 13, page DMB-1/1 for example.

d. **Joint Venture Bid**: When multiple Contractors submit a joint venture bid in excess of \$75,000, 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.

12. BID SECURITY-BIDDING REQUIREMENTS

All bids shall be accompanied by a Bid Security in the sum of five percent (5%) of the contract price. Bid Security shall be a cashier's or certified check or a duly executed copy of Bid Bond, using the Mississippi Military Department's Standard Form 24 or equivalent Form from the bidders Bonding Company. Contractors bidding using the Standard Form 24 will be furnished a copy from the Mississippi Military Department, State Purchasing and Contracting Division. (Example shown in Contract Forms Section, page Section 00 42 13 1/2).

13. CONTRACT BOND

Prior to award of contract, the Contractor will be expected to execute a Performance Bond, Standard Form 25 and a Payment Bond, Standard Form 25-A or equivalent Form from the bidders Bonding Company. When executed, this document will be bound here with final Contract Documents.

(Example shown in Contract Forms Section, pages PeB Section 00 61 13.13 1/2 and PeB Section 00 61 13.16 1/2).

14. NONRESIDENT CONTRACTOR

When a Nonresident Contractor submits a bid for a public project, he/she shall attach thereto one of the following:

a. A copy of his/her resident state's current law pertaining to such state's treatment of Nonresident Contractors. As used in this section, the term "Resident Contractors" includes a nonresident person, firm or corporation that has been qualified to do business in this state and has maintained a permanent full-time office in the State of Mississippi for two (2) years prior to submission of the bid and the subsidiaries and affiliates of such a person, firm or corporation.

b. A statement indicating the State of (Name of the State) has no resident contractor preference law. Any bid submitted by a nonresident contractor which does not include either A or B of Paragraph 14 on page ITB Section 00 20 00 6/7 shall be rejected and not considered for award.

15. PROTEST

Any protest MUST be delivered, in writing, to the Owner within forty-eight (48) hours after the bid opening.

16. CONTRACT AWARD

The contract award will be made on the basis of the lowest and the best overall Base Bid and/or any combination of Bid Items as selected and accepted by the Director, State Purchasing and Contracting and/or Contracting Officer. The Director, State Purchasing and Contracting and/or Contracting Officer reserve the right to reject any and/or all bids and to adjust the contract price within funding on the basis of the quoted bid prices.

17. METHOD OF PAYMENT

Payments shall be made, and remittance information provided electronically as directed by the State of Mississippi Department of Finance and Administration (DFA). These payments shall be deposited into the bank account of the Contractor's choice. The State of Mississippi DFA may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this contract. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in the United States currency.

Contractor shall be advised that in accordance with the Mississippi Code, the Military Department has thirty (30) calendar days to deliver a warrant to the vendor from the date the invoice is due and payable. Due and payable shall be at the time pay request has been received by the Department of Finance Administration (DFA) and has been validated by the Director, State Purchasing and Contracting and/or Contract Officer responsible for the project along with inspection report confirming work has been completed in accordance with plans, specifications and bid documents.

18. E-VERIFY PROGRAM

Contractor shall be advised that prior to Execution of the contract, **Contractor will be required to issue a certification letter to the MMD certifying E-Verify has been completed** and provide the 6-digit Company ID# issued by the Department of Homeland Security to include any Subcontractors Company IDS#'s. The Contractor agrees to comply with the Mississippi Employment Protection Act, Miss, Code Ann. 8 71-1-57, and will register and participate in the status verification system for all newly hired employees, effective for all public contracts executed after 1 Jul 08. The term “employee” as used herein means any person or entity that is hired to perform work within the State of Mississippi and to whom the Contractor is required by Federal or Mississippi law to issue a United States Internal Revenue Service Form W-2 or Form 1099.

As used herein, “status verification system” means the electronic verification of work authorization program of 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 verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance, and upon request of the State, to provide a copy of each such verification to the State. The Contractor agrees that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the United States and the State of Mississippi. The Contractor understands and agrees that any breach of these warranties may subject the Contractor to the following: (a) termination of this contract and ineligibility for any state of public contract in Mississippi for up to three years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or government entity for the right to do business in Mississippi for up to one year, or (c) both, as well as any other penalties authorized by law. In the event of such cancellation/termination, the Contractor will also be liable for any additional cost incurred by the State due to the contract cancellation or loss of license or permit.

(END OF SECTION)