# Amendment 2 IFB #3160006397 IFB for Transit Services/Vehicle Mechanic Services

This Amendment 2 to IFB #3160006397 shall serve as notice of changes listed below, and made part of the original bid package by mention here. Attached to this Amendment 2 you will find the amended pages of the IFB replacing pages of the original IFB packet.

## 1. <u>Section 4.1.1</u>

State Furnished Property/Services: Large tools and equipment such as hydraulic jacks, hydraulic lifts, air compressor, pressure washer and etc. will be available for use and provided by the Agency. Contractor is responsible for all training of workmen on proper usage of all tools and equipment. It will be the responsibility of the Contractor to replacing any damaged tool or equipment owned by the Agency due to the negligence or improper use by Contractor's workmen. Contractor shall be given access to Ellisville State School service vehicles for use while working their shifts. The Contractor is responsible for equipping the Agency's service vehicles while in use by Contractor's workmen with all necessary tools for services to be performed, such as, but not limited to: hammers, wrenches, socket sets, drills, impact wrenches, power cords, etc. It will be the responsibility of the Contractor to cover any cost, not otherwise covered by Agency and/or Contractor insurance policies, to repair or replace any Ellisville State School service vehicle damaged due to the negligence or improper use by the Contractor's workmen.

- 2. <u>Section 4.1.2</u> Contractor-Furnished Property: The Contractor shall furnish its workers with tools necessary to perform daily tasks as indicated in "Scope of Work", and all Personal Protective Equipment (PPE).
- 3. Section 4.2.8 Be responsible for all damages and shall be held responsible for replacing or repairing any damage due to negligence on the part of the Contractor or Contractor personnel to any person(s) and/or property. The Contractor shall replace and repair any damage to any building, vehicle, or property, including but not limited to the replacement of any cracked or broken concrete (sidewalks, curbs, etc.) caused by on-site activities. Contracting Agency may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property.
- 4. Section 6.2 Required Certification, Accreditation, and/or Licenses: Contractor shall provide copies of all valid licenses and certificates required for performance of the work. The copies shall be delivered to the agency no later than ten days after Contractor receives the Notice of Intent to Award from the agency. Current copies of licenses and certificates shall be provided to the agency within twenty-four hours of demand at any time during the contract term. Contractor must possess and maintain the minimum vendor certifications, accreditations, and/or licensures described in this IFB, by way of illustration and not limitation, the following:
  - 1. A business license valid in the State of Mississippi
  - 2. A professional license or certificate in the field of Facility Maintenance Services.

#### 3. A driver's license valid in the State of Mississippi.

5. Attachment H page 36 Contractor shall provide two (2) workmen to perform services during normal working hours, Monday through Friday, eight (8) hours per day for a total of forty (40) hours per week, each workman. Afterhours, weekends and holidays will also be required on an as needed basis. Contractor shall be given access to Ellisville State School service vehicles for use while working their shifts. The Contractor is responsible for equipping the Agency's service vehicles while in use by Contractor's workmen with all necessary tools for services to be performed, such as, but not limited to: hammers, wrenches, socket sets, drills, impact wrenches, power cords, etc. It will be the responsibility of the Contractor to cover any cost, not otherwise covered by Agency and/or Contractor insurance policies, to repair or replace any Ellisville State School service vehicle damaged due to the negligence or improper use by the Contractor's workmen.

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6. Attachment H page 37 Be responsible for all damages and shall be held responsible for replacing or repairing any damage due to negligence on the part of the Contractor or Contractor personnel to any person(s) and/or property. The Contractor shall replace and repair any damage to any building, vehicle, or property, including but not limited to the replacement of any cracked or broken concrete (sidewalks, curbs, etc.) caused by on-site activities. Contracting Agency may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property.

Please acknowledge receipt of this amendment and all others by signing this form and returning it, along with your original bid, by Friday, March 1, 2024 at 9:00 AM CST. This acknowledgement should be enclosed in your bid packet following the submission instructions located in Section 8 of the Invitation for Bids. Failure to submit this acknowledgement may result in rejection of your bid.

Acknowledged by (signature):	 	
Printed Name:		
Company and Title:		
Date:	 	

# Section 4 – Scope of Work

Contractor shall perform and complete in a timely and satisfactory manner the services described in Attachment "H", captioned "Scope of Work", which is attached hereto and made a part hereof by reference. The scope of work is from procurement IFB #3160006397 which was issued by the Agency and incorporated herein by reference.

- 4.1.1 State Furnished Property/Services: Large tools and equipment such as hydraulic jacks, hydraulic lifts, air compressor, pressure washer and etc. will be available for use and provided by the Agency. Contractor is responsible for all training of workmen on proper usage of all tools and equipment. It will be the responsibility of the Contractor to replacing any damaged tool or equipment owned by the Agency due to the negligence or improper use by Contractor's workmen. Contractor shall be given access to Ellisville State School service vehicles for use while working their shifts. The Contractor is responsible for equipping the Agency's service vehicles while in use by Contractor's workmen with all necessary tools for services to be performed, such as, but not limited to: hammers, wrenches, socket sets, drills, impact wrenches, power cords, etc. It will be the responsibility of the Contractor to cover any cost, not otherwise covered by Agency and/or Contractor insurance policies, to repair or replace any Ellisville State School service vehicle damaged due to the negligence or improper use by the Contractor's workmen.
- **4.1.2** Contractor-Furnished Property: The Contractor shall furnish its workers with tools necessary to perform daily tasks as indicated in "Scope of Work", and all Personal Protective Equipment (PPE).
- **4.1.3 Location of Work:** The work is to be performed, completed, and managed at the following location(s): Ellisville State School's main campus located at 1101 Highway 11 South, Ellisville, MS 39437 and its adjoining Employee Housing.

#### **4.2** The Contractor shall:

- **4.2.1** Assign a Contractor Account Representative to work directly with the Contracting Agency Representative.
- 4.2.2 Ensure all Contractor personnel are well-groomed and in uniform or have visible identification at all times. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms with visible company logo appropriately and easily identifiable. Contractor identification badges as well as personal identification of the individual employee shall be worn and clearly visible while on state property. Contractor personnel may be required to provide photographic identification for inspection upon entering state facilities.
- 4.2.3 All state facilities are non-smoking; the Contractor and its personnel must adhere to this requirement. The use of tobacco products is prohibited, except within designated smoking areas.
- **4.2.4** It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property.
- 4.2.5 The Contractor's employees should refrain from using foul, abusive, or profane language on state property.
- **4.2.6** The Contracting Agency reserves the right to inspect and search all Contractor personnel and/or vehicles anytime while on facility grounds.
- **4.2.7** Contractors are required to sign-in and sign-out at most state facilities. Security provisions for all state facilities must be strictly observed.

- 4.2.8 Be responsible for all damages and shall be held responsible for replacing or repairing any damage due to negligence on the part of the Contractor or Contractor personnel to any person(s) and/or property. The Contractor shall replace and repair any damage to any building, vehicle, or property, including but not limited to the replacement of any cracked or broken concrete (sidewalks, curbs, etc.) caused by on-site activities. Contracting Agency may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property.
- 4.2.9 Exercise precautions at all times for the protection of persons (including employees) and property. The Contractor shall make such investigations to enable them to fully understand the facilities, difficulties, and restrictions attending the execution of the work on-site. The project shall at all times be properly supervised and adequately manned by an experienced crew of appropriate size. All work shall be accomplished by skilled workers familiar with and trained to do this type of work. Workers shall be qualified to operate and/or use the equipment necessary to accomplish this work. The Contractor shall be responsible for the supervision and direction of the work performed by its personnel. The Contractor shall be responsible for instructing its personnel in all safety measures. All equipment used by the Contractor shall be maintained in safe operating condition at all times, and be free from defects or wear that may in any way constitute a hazard to any person or persons on state property. All incidents involving agency property or personnel shall be reported to the designated agency contact immediately upon occurrence.
- **4.2.10** Abide by all State and/or agency policies, procedures, ordinances, and/or laws pertaining to the Contracting Agency's operation at all times, including but not limited to the items listed above. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.
- 4.2.11 Perform all services provided in the contract between the bidder/Vendor and the Contracting Agency in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents. The Contractor shall be responsible for the complete performance of all work; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.

### 4.3 Contractors shall also:

- 4.3.1 Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal, and local laws such as social security and withholding taxes for their business and employees;
- 4.3.2 Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required for their business and employees;
- 4.3.3 Perform a background check and/or drug screening prior to placement at the Agency, verify and/or provide the results; and,

4.3.4 Replace immediately, at no additional expense to the Contracting Agency, any employee not performing satisfactorily.

#### Section 5 - Basis for Award

- 5.1 All bids will be reviewed first to determine whether a vendor is responsive, responsible, and/or acceptable. Requirements are not assigned a point percentage and/or score, but are instead simply recorded as PASS or FAIL. Bids with errors that do not alter the substance of the bid can be accepted, and the Agency Chief Procurement Officer may allow the bidder to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other bidders.
- 5.2 The agency has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the agency to properly evaluate the bid, the agency has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.
- 5.3 All bids which are determined to be responsive, responsible, and/or acceptable will continue on to the price bid or cost evaluation. The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and responsible bid being rated times the maximum 100 points allocated for cost equal the awarded points.
- **5.4** The agency intends to award one contract to provide the services described in this IFB to the lowest responsible and responsive bidder.

# Section 6 - Minimum Bidder Qualifications

The vendor must have:

- **6.1 Prior Experience:** Contractor must have been in business and provided services similar in requirements and scale to those described in this IFB for a minimum of five (5) years.
- 6.2 Required Certification, Accreditation, and/or Licenses: Contractor shall provide copies of all valid licenses and certificates required for performance of the work. The copies shall be delivered to the agency no later than ten days after Contractor receives the Notice of Intent to Award from the agency. Current copies of licenses and certificates shall be provided to the agency within twenty-four hours of demand at any time during the contract term. Contractor must possess and maintain the minimum vendor certifications, accreditations, and/or licensures described in this IFB, by way of illustration and not limitation, the following:
  - 1. A business license valid in the State of Mississippi
  - 2. A professional license or certificate in the field of Facility Maintenance Services.
  - 3. A driver's license valid in the State of Mississippi.
- 6.3 A minimum score of six (6) on the Reference Score Sheet (Attachment D) from reference interviews by agency staff with two (2) bidder references (for a total minimum scoring requirement of twelve (12) points), as well as all other requirements of this IFB.
- 6.4 The bidder may be required before the award of any contract to show to the complete satisfaction of the agency that it has the necessary facilities, ability, and financial resources to provide the service specified

- f. Miscellaneous 2 and 4 cycle engines, as needed.
- 4. Workmen shall observe all safety precautions for protection against accidents, dangerous fluid, chemicals, etc. Workmen shall exercise proper handling of all vehicle fluids and chemicals.
- 5. Workmen must be capable of performing duties as assigned, without issue and within allotted time frame given by the ESS Maintenance Director.
- 6. Workmen must be willing and able to work in Hot or Cold Climate, with the understanding that some work will be in the outside elements.
- 7. Workmen shall be required to transport vehicles needing major repairs and/or repairs requiring special equipment to off-site locations.
- 8. Workmen shall respond to disabled off-site Agency vehicles and make roadside repairs, when possible.
- 9. Workmen must be able to lift, carry and place items of fifty (50) pounds without assistance.

Contractor shall provide two (2) workmen to perform services during normal working hours, Monday through Friday, eight (8) hours per day for a total of forty (40) hours per week, each workman. Afterhours, weekends and holidays will also be required on an as needed basis. Contractor shall be given access to Ellisville State School service vehicles for use while working their shifts. The Contractor is responsible for equipping the Agency's service vehicles while in use by Contractor's workmen with all necessary tools for services to be performed, such as, but not limited to: hammers, wrenches, socket sets, drills, impact wrenches, power cords, etc. It will be the responsibility of the Contractor to cover any cost, not otherwise covered by Agency and/or Contractor insurance policies, to repair or replace any Ellisville State School service vehicle damaged due to the negligence or improper use by the Contractor's workmen.

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Contractor shall furnish each workman with Personal Protective Equipment (PPE) such as, but not limited to, gloves, safety eyewear, earplugs, etc., and ensure each workman are properly trained on usage of each.

Workmen shall be responsible for keeping their work area clean and clear of debris.

Workmen shall complete a weekly timesheet to be verified by the Agency Maintenance Director. Failure to complete a weekly timesheet by workmen, may result in a delay of payment to the Contractor. All workmen, working more than a four (4) hour shift, must take a thirty (30) minute lunch break.

Contractor shall invoice the Agency monthly, invoice shall include, Contractors name, remit address, invoice number, dates of service, number of hours per workman, hourly rate, names of workmen and accompanied by approved timesheets for verification. Invoicing shall be submitted through the Ellisville State School email-based system, with a cc: to Mr. Otis Parker.

Payment terms are Net 45 days after receipt of invoice.

Workmen must attend an Agency provided orientation, billed at the regular hourly rate to the Agency.

Contractor shall maintain a sufficient pool of workmen, so as to maintain continuous coverage for services at the Agency.

#### Contractor Shall:

- 1. Assign a Contractor Account Representative to work directly with the Contracting Agency Representative.
- 2. Ensure all Contractor personnel are well-groomed and in uniform or have visible identification at all times. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms with visible company logo appropriately and easily identifiable. Contractor identification badges as well as personal identification of the individual employee shall be worn and clearly visible while on state property. Contractor personnel may be required to provide photographic identification for inspection upon entering state facilities.
- 3. All state facilities are non-smoking; the Contractor and its personnel must adhere to this requirement. The use of tobacco products is prohibited, except within designated smoking areas.
- 4. It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property.
- 5. The Contractor's employees should refrain from using foul, abusive, or profane language on state property.
- 6. The Contracting Agency reserves the right to inspect and search all Contractor personnel and/or vehicles anytime while on facility grounds.
- 7. Contractors are required to sign-in and sign-out at most state facilities. Security provisions for all state facilities must be strictly observed.
- 8. Be responsible for all damages and shall be held responsible for replacing or repairing any damage due to negligence on the part of the Contractor or Contractor personnel to any person(s) and/or property. The Contractor shall replace and repair any damage to any building, vehicle, or property, including but not limited to the replacement of any cracked or broken concrete (sidewalks, curbs, etc.) caused by on-site activities. Contracting Agency may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property.
- 9. Exercise precautions at all times for the protection of persons (including employees) and property. The Contractor shall make such investigations to enable them to fully understand the facilities, difficulties, and restrictions attending the execution of the work on-site. The project shall at all times be properly supervised and adequately manned by an experienced crew of appropriate size. All work shall be accomplished by skilled workers familiar with and trained to do this type of work. Workers shall be qualified to operate and/or use the equipment necessary to accomplish this work. The Contractor shall be responsible for the supervision and direction of the work performed by its personnel. The Contractor shall be responsible for instructing its personnel in all safety measures. All equipment used by the Contractor shall be maintained in safe operating condition at all times, and be free from defects or wear that may in any way constitute a hazard to any person or persons on state property. All incidents involving agency property or personnel shall be reported to the designated agency contact immediately upon occurrence.
- 10. Abide by all State and/or agency policies, procedures, ordinances, and/or laws pertaining to the Contracting Agency's operation at all times, including but not limited to the items listed above. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.
- 11. Perform all services provided in the contract between the bidder/Vendor and the Contracting Agency in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government