

PROPOSAL

Proposal of McInnis Systems, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a corporation, insert: (corporation, partnership, limited liability company, or individual) to: the **City of Ridgeland, Mississippi**, (hereinafter called "OWNER").

In compliance with your advertisement for Bids for construction of:

**Ridgeland Tennis Center
Lighting System Improvements
City of Ridgeland, Madison County, Mississippi**

BIDDER, hereby proposes to perform all WORK for construction of the in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **150 consecutive calendar days** thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$250.00 for each consecutive calendar day** thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER	DATE
addendum #1	2/3/2023

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and **hereby agrees to perform ANY increased or decreased quantities of work at the Unit Price Bid.**

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials, and incidentals as constitute Bidder's obligations as described in the Specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.

Bidder further agrees to execute the contract agreement as bound herein **within ten (10) working days after receipt of contract forms** from the owner.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of **not less than one hundred percent (100%) of the total of the Base Bid**. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) working days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE C-5-1 FOR BID ITEMS**

NOTES:

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. The bid items listed on the Proposal are generalized only for the purpose of comparing bids. **Any differences between these items described and actual quantities and items required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. By submission of your Proposal, you hereby acknowledge the previous statement.** Compensation will be based on the lump sum and actual construction quantities indicated in the Contract Documents, which include all plans, specifications, and other enclosed documents.
7. Owner reserves the right to award any combination of base and alternate bids (if any) it deems advantageous, and in the event that all specified bid item units are lump sum (LS), the Owner reserves the right to delete any such item or combination of such items from the project. The Owner further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. **Any deletions, if any made, shall be by Change Order and bidder hereby agrees to accept such Change Orders.**
8. Each bidder shall furnish with the bid a letter showing the following information:
 - a. Experience record of the bidder on similar projects.
 - b. Name and experience record of the person or persons likely to serve as construction superintendent.
 - c. Failure of the bidder to furnish the above information with his bid shall be grounds to reject his bid.


(SEE FOLLOWING SHEETS FOR BID ITEMS)

BID FORM

RIDGELAND TENNIS CENTER LIGHTING SYSTEM IMPROVEMENTS

CITY OF RIDGELAND, MISSISSIPPI

January 2023

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
BASE BID					
1	LED RETROFIT LIGHTING SYSTEM	LS	1	\$ 211,950.00	\$ 211,950.00
<i>includes luminaires, wire harnesses, drivers, enclosures and other incidental items necessary to retrofit <u>102 light fixtures</u> on <u>66 existing poles</u> located on 17 different tennis courts within the Ridgeland Tennis Center Complex.</i>					
TOTAL BASE BID					\$ 211,950.00
<p>RESPECTFULLY SUBMITTED BY: <u>McInnis Systems, Inc.</u> (CONTRACTOR, PLEASE PRINT)</p> <p>SIGNATURE </p> <p>NAME AND TITLE <u>Anton Senger, Vice President</u> (PLEASE PRINT)</p> <p>ADDRESS <u>PO Box 720820</u> <u>Byram, MS 39272</u></p> <p>PHONE NUMBER <u>601-519-0300</u></p> <p>CERTIFICATE OF RESPONSIBILITY NO. <u>23866-MC</u></p>					

(SEAL)
IF BY CORPORATION



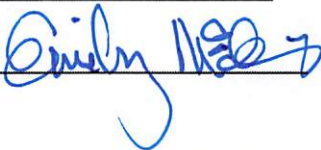
CORPORATE CERTIFICATE

(To Be Executed If Bidder Is A Corporation)

I, Emily McInnis certify that I am the Secretary of the Corporation named as Contractor in the foregoing Proposal; that Anton Senger who signed said Proposal on behalf of the Contractor, was then Vice President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Emily McInnis

Title: Secretary

Signature: 

(CORPORATE SEAL)



PARTNERSHIP CERTIFICATE
(To Be Executed If Bidder Is A Partnership)

STATE OF _____)
COUNTY OF _____) ss:

On this ____ day of _____, 2023, before me personally appeared:

_____;
known to be and known by me to be the person who executed the above instrument, who being by
me first duly sworn, did depose and say that he is general partner in the firm of:

_____;
that said firm consists of himself and:

_____;
and that he executed the foregoing instrument for and on behalf of said firm for the uses and
purposes stated herein.

Name: _____

Signature: _____

Notary Public in and for the

County of _____
State of _____

(Notarial Seal)

My Commission Expires: _____

LIMITED LIABILITY COMPANY CERTIFICATE
(To Be Executed If Bidder Is A Limited Liability Company)

I, the undersigned _____, hereby certify that I am the Manager of _____ (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that _____ who executed the Proposal on behalf of the Company is _____ of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Name: _____

Title: _____

Signature: _____

Name: _____

Signature: _____

Notary Public in and for the

County of _____
State of _____

(Notarial Seal)

My Commission Expires: _____

NONRESIDENT BIDDER CERTIFICATE
(To Be Executed If Bidder Is A Nonresident)

I, _____, hereby certify that the CONTRACTOR,
_____, is domiciled in the State of _____ and
(check and complete one of the following):

() attached is a copy of the State of _____'s current law pertaining to the treatment of nonresident CONTRACTORS. Paragraph ____, page ____ of said law grants resident CONTRACTORS a ____ percent preference over nonresident CONTRACTORS for similar projects.

FAILURE TO ATTACH SAID LAW WILL DISQUALIFY THE BID.

() the State of _____ has no current law pertaining to the treatment to the treatment of nonresident CONTRACTORS.

() I claim "resident contractor" status based upon having been qualified to do business in this state and having maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986. Proof of such claim must be submitted and approved before contract is signed.

Signature _____

Title _____

(SEAL)
Sworn before me this ____ day of _____, 2023.

Notary Public

My commission expires _____

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Hinds

I, Anton Senger

(name of person signing affidavit)

individually, and in my capacity as Vice President

(title)

of McInnis Systems, Inc.

(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That McInnis Systems, Inc., Bidder on the **RIDGELAND TENNIS CENTER LIGHTING SYSTEM IMPROVEMENTS, in the City of Ridgeland, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature

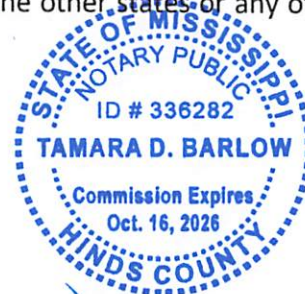
Title Vice President

(SEAL)

Sworn before me this 21st day of February, 2023.

My commission expires

Oct. 16, 2026



Notary Public

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Hinds

I, Anton Senger
(name of person signing affidavit)
individually, and in my capacity as Vice President
(title)

of McInnis Systems, Inc.
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That McInnis Systems, Inc., Bidder on the **RIDGELAND TENNIS CENTER LIGHTING SYSTEM IMPROVEMENTS, in the City of Ridgeland, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature [Signature]

Title Vice President

(SEAL)

Sworn before me this 21st day of February, 2023.

My commission expires Oct 16, 2026 Tamara Barlow Notary Public



NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That McInnis Systems, Inc.
(Name of Contractor)

P. O. Box 720820, Byram, MS 39272
(Address of Contractor)

a Corporation hereinafter called "Principal",
(Corporation, Partnership, Limited Liability Company, or Individual)

AND RLI Insurance Company hereinafter called "Surety",
(Name of Surety)

are held and firmly bound unto the **CITY OF RIDGELAND, MISSISSIPPI**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

Signed, this the 21st day of February, 2023. The Condition of the above obligation is such that whereas the Principal has submitted to the **City of Ridgeland, Mississippi** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

"RIDGELAND TENNIS CENTER LIGHTING SYSTEM IMPROVEMENTS"

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

McInnis Systems, Inc.
Principal

(L.S.)

RLI Insurance Company
Surety

By:

By: Peggy L. Jackson, Attorney-in-Fact
Resident MS Agent/Fisher Brown Bottrell Insurance, Inc.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Trina Cobb, Peggy L. Jackson, Brody Eric Buckley, Angela Bullie, Stephen Wesley Price, Jr., Amanda Jean Charfauros, jointly or severally

in the City of Jackson, State of Mississippi its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

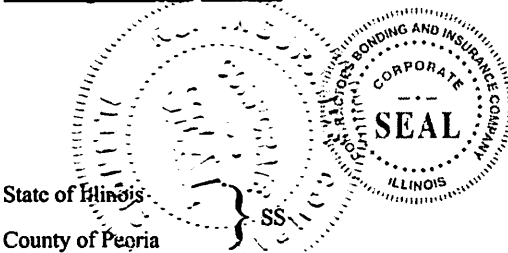
RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 18th day of August, 2020.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis
Barton W. Davis Vice President



CERTIFICATE

On this 18th day of August, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 21st day of February, 2023.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

By: Catherine D. Glover
Catherine D. Glover Notary Public





RESUME OF WORK

COMPLETED PROJECTS

	Owner and/or Client / Job Name	Magnitude of Contract	G/C Contact Name & Number	Type of Work Performed	Location of Job	% Complete	Year Complete	Scope of Work
S21-01	Governors Mansion	\$ 100,740.00	Bureau of Buildings	Electrical	Jackson, MS	100%	2020	fire alarm & security camera pole improvements
S21-03	Entergy - River Bend	\$ 65,250.11	Copeland & Johns	Electrical	St. Francisville, LA	100%	2020	for electrical construction for the RBS Central Alarm Station with Adjacent Offices per the Entergy Request
S22-01	Raytheon Superbox	\$ 37,556.00	McInnis / Raytheon	Electrical	Forest, MS	100%	2021	
S22-02	Raytheon Bldg. 425	\$ 118,260.00	McInnis / Raytheon	Electrical	Forest, MS	100%	2021	
S22-06	Archelology Lighting	\$ 14,315.00	MS Dept. of Archives & History	Electrical	Jackson, MS	100%	2021	
S21-07	Ellisville State School	\$ 602,322.00	Bureau of Buildings	Electrical	Ellisville, MS	100%	2021	Generator
S21-09	Alcorn Aeration Fountains	\$ 118,155.00	Bureau of Buildings	Electrical	Lorman, MS	100%	2021	aeration systems for fountains
S22-03	Nunnelee Building	\$ 207,600.00	Paul Jackson & Son, Inc.	Electrical	Jackson, MS	100%	2021	supply and install electrical, security systems and access control
S22-05	Copiah County Public Schools	\$ 101,329.00	Copiah Co Board of Supervisors	Electrical	Copiah County	100%	2021	gym lighting
S22-07	Nissan High Mast Replacement	\$ 82,000.00	Nissan North America	Electrical	Canton, MS	100%	2021	replace high mast poles
SYS22-03	Hughes Field	\$ 509,969.00	Flagstar Construction	Electrical	Jackson, MS	100%	2022	Track & Field Facility Renovation
SYS22-04	Natchez Airport	\$ 167,987.92	The Blain Companies	Electrical	Natchez, MS	100%	2022	Runway lighting
SYS22-12	USM Thad Cochran Center	\$ 203,562.00	Univeristy of Southern MS	Electrical	Hattiesburg, MS	100%	2022	lighting control system upgrade
SYS22-30	Clinton Baseball Lighting	\$ 303,415.00	McInnis Systems	Electrical	Clinton, MS	100%	2023	baseball field lighting

Bobby Jordan
205 Lakeshore Drive
Richland, MS 39218

Work Experience: McInnis Systems

 4783 I-55 South

 Jackson, MS 39212

 Date of Hire: 6/9/97

Job Experience:

Smartmeters	-	\$1,416,194.74
MSU Field Lighting	-	\$119,100.00
MSU Newell Grissom	-	\$133,235.00
Highland Colony Lighting		\$428,618.00
JSU Transformer Repair	-	\$233,690.00
AT & T Magee	-	\$135,688.00
Telepak Phase 4B	-	\$726,770.50
Word of Life Church	-	\$652,730.44
MDOT Forrest & Lamar		\$3,631,436.58
NewSouth Neuro Spine	-	\$1,164,404.00
Alcorn Aeration Fountains-		\$118,115.00
Hughes Field Track & Field Fac	-	\$538,173.00
HCC Sidewalk-		\$208,187.00
Natchez Adams Airport	-	\$167,987.92
Clinton Baseball Lighting	-	\$303,415.00

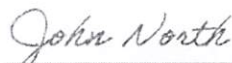
RIDGELAND TENNIS CENTER LIGHTING SYSTEM IMPROVEMENTS
CITY OF RIDGELAND, MISSISSIPPI

The Contract Documents and Specifications shall be amended/clarified as set forth herein below:

Revisions to Contract Documents:

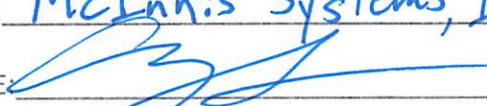
1. Replace INFORMATION FOR BIDDERS, SHEET NO. B-7 – “REQUIRED SUBMITTAL INFORMATION FOR ALL MANUFACTURERS (NOT PRE-APPROVED) ” with the attached revised version. Tab “H” – WARRANTY – has been revised to only require (3) customer references currently under the specified warranty. Said customers do not have to be located in the State of Mississippi. Tab “I” – PROJECT REFERENCES – has been revised to only require (3) projects using the technology and specific fixtures proposed for this project. Said projects do not have to be located in the State of Mississippi.
2. Replace SECTION C-PROPOSAL-BID FORM SHEET NO. C-4 in its entirety with the attached revised version which modifies the pay item description to reference retrofitting 102 light fixtures on 66 existing poles.
3. Replace SCOPE OF WORK, SECTION A, LIGHTING CONTROL SYSTEM SUMMARY, in its entirety with the attached revised version. This document was revised to include additional light fixtures located on the existing poles between tennis courts. These lights were previously not listed for replacement, and are now included.
4. Replace SCOPE OF WORK, SECTION B, LIGHTING SYSTEM LAYOUT & ILLUMINATION SUMMARY, in its entirety with the attached revised version. This document was revised to include additional light fixtures located on the existing poles between tennis courts. These lights were previously not listed for replacement, and are now included.
5. Replace SPECIFICATION SECTION 26-56-68, EXTERIOR ATHLETIC LED RETROFIT LIGHTING SYSTEM, in its entirety with the attached revised version. The following sections of the specification have been updated with new requirements: Section 1.3 – Onfield Lighting Performance; Section 1.4 – Environmental Light Control; and, Section 2.2.B – Electrical Energy Consumption; Section 4.1 – Compensation; and, “Required Submittal Information for All Manufacturers (Not Pre-Approved) ”.

Acknowledge receipt of this addendum (1) on the space provided herein, (2) electronically upon receipt and (3) on the front page of the PROPOSAL, SHEET C-1. **Failure to acknowledge receipt of this addendum and attach it to the Contract Documents shall be grounds for rejecting the PROPOSAL.**



John Sidney North
Director of Recreation and Parks
City of Ridgeland

BIDDER ACKNOWLEDGEMENT

COMPANY: McInnis Systems, Inc.
SIGNATURE: 
PRINTED NAME: Anton Senger
DATE: 2/3/2023