## NOTICE OF PURCHASE OF METAL CULVERTS, POLYMER COATED, POLYETHYLENE PIPES AND BANDS FOR AMITE COUNTY, MISSISSIPPI FOR PERIOD BEGINNING JANUARY 1, 2018 AND ENDING DECEMBER 31, 2018

Notice is hereby given that the Board of Supervisors of Amite County, Mississippi, will on the 4<sup>th</sup> day of December, 2017, at the hour of 10:00 a.m., at the Courthouse in Liberty, Mississippi, in the regular meeting assembled, receive and consider sealed bids or proposals for the purchase of metal culverts, polymer coated pipes, polyethylene pipes, railroad tank car culverts and railroad flatbed cars for bridging for Amite County, Mississippi, for the stated period of time, and to be classed as follows:

All bids shall have the per foot cost in each category bid and all orders of pipe of 1 pipe or more per order shall be shipped F.O.B. point of delivery, freight paid by vendor. (Prices quoted must be firm, no escalation clauses should be included in bid. If escalation clause is included with bid it will not be considered.):

- 1. American made metal culvert pipe, all sizes, all gauges and all coatings
- 2. Metal culvert pipe connector bands, all sizes
- 3. Plastic or polyethylene culverts, all sizes and plastic bands
- 4. Railroad tank car culverts
- 5. Railroad flatbed cars for bridging

Contract Term shall be January 2018 or upon award by the Amite County Board of Supervisors, whichever is later, through December 2018, subject to extension and termination provisions.

Amite County reserves the right to extend any or all contracts for (4) additional 12-month periods, up to 60 months as allowed by law, based on contractor/supplier performance, cost savings, product quality and other factors.

Due to fluctuations in the prices of materials used in the requested products, price adjustments may be considered each year during renewal negotiation. Any price adjustments, increases or decreases, shall be based upon publicly known factors such as the producer's price index (PPI), the consumer price index (CPI), the minimum wage law or other agreed upon price factors and shall be approved by the Amite County Board of Supervisors.

Such extensions will be subject to approval of the Amite County Board of Supervisors and mutual agreement of contract holders, and shall be granted only at the established prices (subject to adjustments) and terms of the original contract on file.

Amite County reserves the right to terminate the contracts with 30 calendar days written notice, at its discretion, based on the same factors.

In the letting of public contracts, preference shall be given to resident contractors, and non-resident bidder domiciled in the state having laws granting preference to local contractors shall be awarded Mississippi public contract only on the same basis as the non-resident bidder's state awards contracts to Mississippi contractors bidding under similar circumstances. Resident contractors actually domiciled in Mississippi, be they corporate, individuals, or partnerships, are to be granted preference over non-resident in awarding contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the non-resident.

The Board reserves the right to reject any and all bids (facsimile transmission bids will not be considered).

If the Amite County Courthouse/Board of Supervisors 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 Amite County Courthouse/Board of Supervisors 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 Vendors/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 Amite County Courthouse/Board of Supervisors 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

Vendor/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.

Witness My Signature, this the 6<sup>th</sup> day of November, 2017.

s/Jana Causey
JANA CAUSEY, CLERK

Publish two (2) times:

November 9, 2017 November 16, 2017