## **ADVERTISEMENT FOR BIDS:**

NOTICE is hereby given that the City Clerk of the <u>Town of Mt. Olive</u>, MISSISSIPPI, will receive sealed bids until <u>2:00 P.M.</u> on <u>June 3, 2024</u> in the Board Room located at 501 S. Main St., Mount Olive, Mississippi, 39119 and then at said location opened and read aloud on June 4, 2024 during the Twon of Mount Olive Board Meeting for furnishing the City's requirements for the following:

## ROOF REPLACEMENT 1400 SOUTH MAIN STREET MOUNT OLIVE, MISSISSIPPI

Official bid documents can be obtained from the City Clerk at said City Hall. All bids must be accompanied by bid security to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID: ROOF REPLACEMENT 1400 SOUTH MAIN STREET MOUNT OLIVE, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Board reserves the right to reject any or all proposals received and to waive informalities. The property may be viewed Monday-Thursday from 8:00 am until 3:00 pm. To make an appointment to view said property, call Mr. Billy Roberts at 601.517.9114.

PUBLISHED by Order of the <u>Board</u> on the <u>7th</u> day of <u>May</u>, <u>2024</u>.

	MOUNT OLIVE, MISSISSIPPI	
BY:		
	Cliff Kelly, Mayor	

Publish on May 15, 2024 and May 22, 2024 Return PROOF to Town of Mount Olive 501 S. Main Street Mount Olive, MS 39119

## **INFORMATION FOR BIDDERS**

BIDS will be received by <u>Town of Mount Olive, MS</u> herein called the "OWNER", at City Hall, 501 S Main St, Mount Olive, MS 39119, until <u>2:00 p.m.</u> on <u>June 3, 2024</u> and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **ROOF REPLACEMENT 1400 SOUTH MAIN STREET, MOUNT OLIVE MISSISSIPPI** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 501 S Main St, Mount Olive, MS 39119.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

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 his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

## PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within <u>45</u> calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids.

The undersigned further agrees that the lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

In compliance with your advertisement for bids, the undersigned, having become thoroughly familiar with the scope of work and with local conditions affecting the performance and costs of the work at the site <u>in all particulars</u>, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with proposed Contract Documents, including furnishing any and all labor and materials, and to do work required to construct and complete said work in accordance with Contract Documents, for the following sum of money:

**BASE BID:** All labor, materials, services and equipment necessary for the completion of the work as indicated on the plans and specifications and other contract documents for the sum of:

	DOLLARS A	AND	CENTS
(Words)	<del></del>	(Words)	
(\$(Figures)	).		
SUBMITTED BY:	ime of Firm)	DATE:	