

## Information For Bidders

1. Sedgwick County, acting as Facilitator, on behalf of United Warehouse (herein called the "Owner"), will accept bids on the form attached hereto. Bids will be received by Sedgwick County until 1:45 p.m. C.D.T., Tuesday, October 8, 2002. Envelopes containing the bids must be sealed, addressed to Sedgwick County Purchasing, 604 N. Main, Suite F, Wichita, KS 67203, and designated as bid for Railroad Spur, United Warehouse, bid #02-0066.

The Facilitator and Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities 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 Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.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 30 days after the actual date of the opening thereof.

2. Obligation of Bidder. Submission of Bid will be considered presumptive evidence that the bidder has fully informed himself of the conditions of the site, requirements of the Contract Documents and of pertinent national, state and local codes and ordinances, and that the bid made allowances for all conditions, requirements and contingencies.

Neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The Owner and Engineer, in making copies of the Bidding Documents available, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Telegraphic Modification. Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Facilitator prior to closing time, and, provided further, the Facilitator is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the Facilitator will not know the final prices or terms until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.
4. Preparation of Bid. Each bid must be submitted on the prescribed form and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form HUD-950.1, Certification by Bidder (Contractor) concerning Labor Standards and Prevailing Wage Requirements, Form HUD-1422, and Certification of Bidder Regarding Section 3 and Segregated Facilities. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.
5. Subcontracts. The Bidder is specifically advised that any person, for, or other party to whom it is proposed to award a subcontract under this contract:

- a. Must be acceptable to the owner after verification by the HUD Area Office of the current eligibility status; and.
- b. Must submit Form HUD-950.2, Certification by Proposed Subcontractor Regarding Equal Opportunity, Certification by Proposed Subcontractor Concerning Labor Standards and Prevailing Wage Requirements, Form HUD-1422, and Certification of Proposed

Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the Bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the Bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

6. Notice of Special Conditions. Attention is particularly called to those parts of the contract documents and specifications, which deal with the following:
- a. Inspection and testing of materials.
  - b. Insurance requirements
  - c. Wage rates
  - d. Stated allowances

7. Addenda and Interpretations.

No interpretation of the meaning to the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to:

Shetlar Griffith Shetlar  
216 N. Jefferson  
Iola, KS 66749

and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) day prior to the data fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so insured shall become part of the contract documents.

8. Performance and Labor and Material Bonds.

- A. Performance and Labor and Material Bonds shall be furnished to Sedgwick County by the Contractor in an amount equal to 100% of the Contract Sum as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. Said payment bond shall also be executed as a statutory bond and filed in the office of the Clerk of the District Court of the County in which the project is located. Contractor shall provide Facilitator with a certified copy of said statutory bond as so filed.
- B. Bonds furnished shall be written by a Surety approved by the United States Treasury Department and licensed to do business in the State of Kansas. No work shall be commenced until bonds are in force.
- C. Form of Bond shall be Statutory Payment Bond-State of Kansas.
- D. Power of Attorney for the surety company agent must accompany each bond issued, and must be certified to include the date of the bonds.
- E. Cost of the bonds shall be included in the bid and paid for by the Contractor.

9. Bidder Qualifications. Any or all Bidders may be required by the Facilitator to furnish information to support the Bidder's capability to fulfill the Contract if awarded the Contract. Such information does not need to be submitted with the bid, but may be requested at the Owner's option. Such information may include, but not be limited to, the following:

- A. Proof of registration with the Kansas Director of Taxation by non-resident Bidders (K.S.A. 79-1009).
- B. Proof of registration with the Kansas Secretary of State by foreign Corporations.
- C. List of projects of similar size and type the Bidder has constructed or in which the Bidder has been engaged in a responsible capacity.
- D. Evidence the Bidder maintains a permanent place of business.
- E. A current financial Statement.

If bidder fails to satisfy the Facilitator and Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein, the Facilitator and Owner may reject the bid. Conditional bids will not be accepted.

10. Bidder's Representations.

- A. In order to induce the Facilitator and Owner to accept their Bid, in addition to and not in lieu of any other representations and warranties contained in the Bidding Documents, the Bidder represents and warrants the following to the Facilitator and Owner:
  - 1. The Bidder and their sub-contractors are financially solvent and possess sufficient working capital to complete the Work and perform all obligations hereunder;
  - 2. The Bidder is able to provide the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform the Bidder's obligations hereunder;
  - 3. The Bidder is now and will continue to be authorized to do business in the State of Kansas, and is now and will continue to be properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Bidder and over the Work and the Project;
  - 4. The Bid and execution of the Bidding Documents and the Bidder's performance hereunder are within the Bidder's duly authorized powers;
  - 5. The Bidder has made an exhaustive study of the Bidding Documents; understands the terms and provisions thereof; and has sought or will timely seek any and all necessary clarifications prior to submitting the Bid; and that the Bid is made in accordance with the foregoing;
  - 6. The Bid is based upon the materials, systems and equipment described in the Bidding Documents without exception;
  - 7. The Bidder certifies that his Bid is submitted without collusion, fraud, or misrepresentation as to other Bidder, so that all Bids for the project result from a free, open and competitive bidding environment;
  - 8. The Bidder possesses a high level of experience and expertise in the business administration, managements and superintendence of projects of the size, complexity, and nature of this particular project, and that the Bidder will perform the Work with care, skill and diligence of such a Contractor;

9. The Bidder acknowledges that the Facilitator and Owner are relying on this Bidder's skill and experience in connection with the Work being bid herein;
10. That complete sets of Bidding Documents were used in preparing the Bid and that neither Owner nor the Engineer is responsible for errors or misinterpretations resulting from the use of incomplete sets of such documents.

B. The foregoing warranties are in addition to, and not in lieu of (A) any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations and performance of the Work and, (B) any and all other warranties, representations and certifications made in the Bidding Documents. The Contractor's liability hereunder shall survive the Owner's final acceptance of and payment for the Work. All representations and warranties set forth herein and in the Contract Documents shall survive the final completion of the Work or the earlier termination of this Agreement.

11. Bid Guarantee:

- A. Bid Security is required in the amount of at least five percent (5%) of the Bid. Bid Security can be in the form of a certified or Cashier's Check or Bid Bond acceptable to Sedgwick County. Checks are to be made payable to the Sedgwick County Clerk and drawn on a solvent bank or trust company. These checks or bonds will be retained by Sedgwick County until the purchase order has been awarded.
- B. Bid Bonds shall be written by a bonding agency approved by the United States Treasury Department and licensed to do business in the State of Kansas.
- C. Bid Security will be retained by Sedgwick County Clerk until the Work for the project has been completed. In the event the successful Bidder fails to consummate an agreement, through no fault of the Facilitator or Owner, Bid Security shall be retained by the Facilitator as liquidated damages and not as a penalty.
- D. Sedgwick County reserves the right to retain the Bid Security of the three (3) lowest Bidders until the successful Bidder has entered into an agreement or until thirty (30) days after Bid opening, whichever is shorter. All other Bid Securities will be returned as practicable.
- E. The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within 10 days after he/she received notice of the acceptance of his/her bid, shall forfeit to the Facilitator, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

12. Insurance Requirements.

Contractor shall file with Sedgwick County Purchasing prior to or at the time of execution of the contract, "Certificates of Insurance", or other evidence to show that it carries Worker's Compensation and Employer's Liability Insurance: Standard Form Comprehensive Public Liability and Property Damage Insurance, as recognized by the Commissioner of Insurance of the State of Kansas, with coverage of additional hazards as may be required by the Specifications, with a minimum coverage A "bodily Injury" each occurrence \$500,000.00; Coverage B "Property Damage", each occurrence \$500,000.00; policy aggregate \$500,000.00; and Comprehensive Automobile Owned, Non-owned and Hired, minimum, Coverage A "Bodily Injury" each person \$500,000.00, each occurrence \$500,000.00; Coverage B "Property Damage" each occurrence \$500,000.00. "Certificate of Insurance" shall include a clause to require the insurer to notify the County ten (10) days in advance of any cancellation or change in insurance contracts.

Insurance as herein required shall be maintained in force until County's final release of the Contractor from all obligation under the Contract, and said Insurance contract shall cover claims for such length of time as said claims are permitted by law.

If any part of the work is sublet, the Contractor shall provide similar insurance on behalf of the subcontractors to cover their operations; and Contractor shall provide similar Insurance that will cover all hired or rented equipment and operators thereof.

"Certificates of Insurance" will not be accepted unless the Insurer is authorized by the Kansas Commissioner of Insurance to do business in Kansas.

Contractor shall provide and carry any additional insurance as required by Special Provisions included in Proposals and Contracts for work on railroads and railroad crossings.

13. Consideration of Bids/Selection Process.

- A. Bids received will be opened and read aloud publicly.
- B. The Facilitator and Owner will award a Contract to the lowest and best Bidder provided that:
  - 1. The Bid conforms to and has been submitted according to the requirements of the Bidding Documents.
  - 2. The Bid is judged to be reasonable.
  - 3. The Bid does not exceed the funds available.
  - 4. The Bid complies with the Instruction to Bidders and Mandatory Requirements.
  - 5. The completion time is satisfactory to the Owner.
  - 6. Evidence of the experience, qualifications and financial responsibility of the Bidder and his Subcontractors at the time of completion are all satisfactory to the Owner.
  - 7. The Facilitator and Owner reserve the right to reject Bidders in accordance with the Invitation for Bid.
- C. No negotiations, decisions or actions shall be initiated by any firm as a result of any verbal discussion with the Owner or employee of the Owner before the opening of responses to the document.
- D. The Facilitator and Owner shall have the right to waive any informality and/or irregularity in any Bid received.

14. Method of Award –Lowest Qualified Bidder. If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with any alternatives applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.

15. Taxes. Materials and equipment incorporated in the Work are exempt from payment of sales tax under the laws of the State of Kansas. Upon satisfactory completion of the Contract, a formal Certificate of Project Completion will be forwarded to the Contractor by the Facilitator. The date of substantial completion of the Project will be the starting date of the Guarantee period.

16. Laws and Regulations. All work shall in accordance with Federal and State Laws, Local Ordinances and Building Codes, the Americans with Disabilities Act of 1990, and other requirements as outlined in this bid document.

17. Safety Standards and Accident Prevention. With respect to all work performed under this contract, the contractor shall:

- A. Comply with the safety standards provisions of applicable laws, building and construction codes and the “Manual of Accident Prevention in Construction” published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirement of Title 29 of the Code of Federal Regulations, Section 1518 as published in the “Federal Register”, Volume 36, No. 75, Saturday, April 17, 1971.
- B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- C. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make arrangements for immediate removal to a hospital or a doctor’s care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or doctor’s care.

18. Notice to Proceed.

A. No work shall commence until the Owner issues a Notice To Proceed, and a Notice To Proceed will not be issued until all of the following are delivered to the Purchasing Department, 604 N. Main, Suite F, Wichita, KS 67203 by the selected vendor:

- 1. The Contract signed by the representative with authority and ability to do so.
- 2. Performance and Statutory Bonds with the attached powers of attorney. Attach the receipt of the Clerk of the District Court to the Statutory Bond.
- 3. Certification of Insurance including Contractor’s General Automotive Liability, Workers Compensation Insurance and Owner’s Liability Insurance.
- 4. List of subcontractor and supplier proof of valid Contractor’s license from the jurisdiction in which the Work is being performed for both Contractor and applicable Sub-contractors is required.
- 5. Corporate Resolution of authority to sign and deliver the Contract Documents, executed by the Corporation’s Secretary of Assistance Secretary and dated before all other dated submittal.
- 6. Domestic (Kansas) corporations shall furnish evidence of good standing in the corm of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State.

B. Such documents must be delivered within ten (10) days of the Facilitator’s written notification to the successful Bidder. If they are not delivered within such time then the Bidder will be deemed to have abandoned its contract with the Facilitator and Owner, and the Facilitator and Owner will award a contract to the next lowest and best bid.

C. The Facilitator’s responsibility to issue a Notice to Proceed is expressly conditioned on the Contractor’s timely execution and delivery of such documents

**ADVERTISEMENT FOR BIDS**  
**#02-0066**

Project No. 401605

Sedgwick County, acting as Facilitator on behalf of United Warehouse, hereinafter referred to as Owner, will accept sealed bids for Railroad Spur Construction for United Warehouse Facility, located at 45<sup>th</sup> and I-135, Wichita, Kansas. Bids will be received by Sedgwick County Purchasing, located at 604 N. Main, Suite F, Wichita, KS. 67203, until 1:45 p.m. C.D.T. on Tuesday, October 8, 2002. Late bids will not be accepted and will not be considered for award recommendation.

Bids/responses will be opened the same day at a meeting to publicly receive and open responses to all competitive solicitations at 2:00 p.m. These meetings will generally be held in the County Commission Meeting Room, third floor, Sedgwick County Courthouse, 525 N. Main, Wichita, KS.

The information for Bidders, Form of Bid, Form of Contract, Plans, Specifications and other contract documents may be examined at the following:

United Warehouse, 901 E. 45<sup>th</sup> Street North, Wichita, KS

Copies may be obtained at the office of Shetlar Griffith Shetlar, located at 216 N. Jefferson, Iola, KS 66749 upon payment of \$50.00 for each set. Any unsuccessful bidder, upon returning such set promptly and in good condition, will be refunded his payment, and any non-bidder upon so returning such a set will be refunded \$25.00.

Sedgwick County and owner reserves the right to waive any informalities and technicalities or to reject any or all bids.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract, Section 3, Segregated Facility, Section 109 and E.O. 11246.

No bidder may withdraw his bid within 30 days after the actual date of the opening thereof.

Bids must be accompanied by a certified or cashier's check, or bid bond with a Surety licensed in the State of Kansas and acceptable to the County Clerk in an amount of at least five percent (5%) of the bid. Checks to be made payable to the County Clerk of Sedgwick County, Kansas, and drawn on a solvent Kansas Bank. These checks are to be retained by the County Clerk until the contract for the project shall have been awarded.

Iris Baker, C.P.M.  
Purchasing Director