

Project: Sedgwick County Main Courthouse
Power Factor Correction Project
525 North Main
Wichita, Kansas 67203

- A. A mandatory pre-bid meeting will be held on Tuesday, September 17, 2002 from 10:00 a.m. to 11:00 a.m., in the County Commissioners Meeting Room, 3rd Floor of Courthouse. General contractors who do not have a representative present at this pre-bid meeting will not be eligible to submit a bid for award recommendation.
- B. Responses to this Invitation for Bid will be received in the office of the Sedgwick County Purchasing Department, located in ECCO Plaza, 604 N. Main, Suite F, Wichita, KS., until 1:45 p.m. on Tuesday, October 8, 2002. Late bids will not be accepted and will not be considered for award recommendation.
- C. 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 North Main, Wichita, Kansas. *Note: This is across the street from where you just submitted your bid.* All interested parties are invited to attend this meeting as bids/responses will be received and publicly opened and read aloud.
- D. Plan sets will be available at the following plan room:
1. Kansas Construction News Report
230 Laura, P.O. Box 11613
Wichita, Kansas 67211
Phone: (316) 263-0265
- E. A recommendation for award will be made to the Board of Bids and Contracts at its regular meeting on Thursday, October 17, 2002 at 10:00 a.m., generally held in the County Commission Meeting Room, Sedgwick County Courthouse 525 North Main, third floor, Wichita, Kansas.
- F. Project Scope
1. This project consists of installing an automatic power factor correction capacitor bank in the basement of the Main Sedgwick County
- G. Bidding Documents:
1. Complete sets of Bidding Documents shall be used in preparing Bids.
 2. Neither the Owner nor the Architect/Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
 3. The Owner and Architect/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.
 4. Bids shall include furnishing all labor, materials, equipment and performing the Work for the above described project in strict accordance with the Bidding Documents and any Addenda, entitled as above and dated June 18, 2002.
 5. Bidding Documents may be obtained from:

- Sedgwick County Facility Project Services

Sedgwick County Historic Courthouse
510 North Main, Suite 602
Wichita, Kansas 67203

H. During Bidding Period:

1. Inquiries regarding Bidding Documents should be directed to:

? Don L. Provencher, PE
MKEC Engineering Consultants, Inc.
411 N. Webb Road
Wichita, Kansas 67206

Telephone: 316/684-9600
Fax: 316/618-8083

Inquiries regarding Bid/Selection process should be directed to:

? Iris Baker, Purchasing Director
ECCO Plaza
604 North Main, Suite F
Wichita, Kansas 67203

Telephone: 316/383-7494
Fax: 316/383-7055

2. Owner's Representative for the duration of the project:

• Jim Osterlund, Senior Project Manager
Facility Project Services
Sedgwick County Historic Courthouse
510 North Main, Suite 602
Wichita, Kansas 67203

Telephone: 316/660-9865
Fax: 316/383-7696

I. Bidder's Representation:

In order to induce the 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 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 thereunder 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 Bidder has visited the project site and is completely familiar with the local and special conditions under which the Work is to be performed and has correlated such knowledge with the requirements of the Bidding Documents;
7. The Bid is based upon the materials, systems and equipment described in the Bidding Documents without exception.
8. The Bidder certifies that his Bid is submitted without collusion, fraud, or

misrepresentation as to other Bidders, so that all Bids for the project result from a free, open and competitive bidding environment.

9. The Bidder possesses a high level of experience and expertise in the business administration, management, 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;
10. The Bidder acknowledges that the Owner is relying upon this Bidder's skill and experience in connection with the Work being bid herein;
11. That complete sets of Bidding Documents were used in preparing the Bid and that neither the Owner nor the Architect is responsible for errors or misinterpretations resulting from the use of incomplete sets of such documents.

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.

J. Bid Guarantee:

1. Bid Security is required in the amount of at least (5%) of the Bid plus all add Alternates. 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 Kansas bank or trust company. These checks or bonds will be retained by Sedgwick County until the purchase order has been awarded.
2. 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. Bid Bonds shall be submitted on AIA Document A310, latest edition, as issued and approved by the American Institute of Architects.
3. 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 Owner, Bid Security shall be retained by the Owner as liquidated damages and not as a penalty.
4. 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 sixty (60) days after Bid opening, whichever is the shorter period. All other Bid Securities will be returned as soon as practicable.

- K. Sedgwick County is desirous of allowing as many vendors as possible the opportunity to participate (including minority men and women-owned businesses) in the roles of general contractors and subcontractors. If your company does not fall into either of these categories, your efforts to contract with vendors who do fall into these categories are appreciated.

END OF INVITATION FOR BIDS

INSTRUCTIONS TO BIDDERS RFQ#02-0077

Project Name: Sedgwick County Main Courthouse
Power Factor Correction Project
525 North Main
Wichita, Kansas 67203

Engineer Don Provencher, PE
MKEC Engineering Consultants, Inc
411 N. Webb Road
Wichita, Kansas 67206

Telephone: 316/684-9600 Fax: 316/68

Bids shall be made in accordance with these Instructions to Bidders:

1. Bidding Documents shall include the Invitation for Bids; Bid Form; and proposed Contract Documents, including any addenda issued prior to receipt of Bids.
2. Bids must be on a lump sum basis.
3. Bidder Qualifications: Any or all Bidders may be required by the Owner 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.
4. Examination:
 - A. BEFORE SUBMITTING A BID, each Bidder shall examine carefully all documents pertaining to the work and visit the site to fully inform himself of the condition of the site and the conditions and limitations under which the work is to be performed.
 - B. SUBMISSION OF A 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.
 - C. Bidders requiring clarification of interpretation of the Bidding Documents shall make such requests (in writing only) of the Architect/Engineer at least seven (7) days before the date for receipt of Bids.
 - D. No substitutions will be considered unless a written request has been submitted to the Architect/Engineer for approval at least seven (7) days before the date for receipt of Bids. Samples, etc. shall be submitted then to permit evaluation and notification of Bidders.

- E. Any interpretation, correction or change of the Bidding Documents will be made by Addenda. Interpretations, corrections, or changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.
5. Addenda:
- A. DISCREPANCIES OR OMISSIONS in the documents will be clarified in the form of an Addendum sent to all known plan holders. Bidders finding discrepancies, omissions, or who are in doubt as to the meaning of any portion of the Contract Documents, should immediately request an interpretation from the Architect. In response, the Architect shall issue an addendum and the Contractor shall rely solely on information contained in the Addenda about said discrepancy or omission. Neither the Architect nor the Owner will be responsible for any other form of instructions or interpretations given to the Contractor, either verbal or written.
- B. ADDENDA received by Bidders shall be acknowledged by same on their Bid Form.
6. Substitutions:
- A. Each Bidder represents that his Bid is based upon materials and equipment described in the Bidding Documents.
- B. No substitution will be considered unless written request has been submitted to the Architect in duplicate for approval at least seven (7) days prior to the date for receipt of Bids. Each such request shall include a complete description of the proposed substitute, drawings, cut sheets, performance or test data, or information necessary for a complete evaluation. If the Architect approves any proposed substitution, such approval will be set forth in an Addendum.
7. Preparation of Bids:
- A. BIDS shall be made on unaltered Bid Forms furnished by the Architect, or detached from this Project Manual.
- B. FILL IN all blanks on the Bid Form with ink or type. Blanks left on Bid Form may cause a Bidder to be disqualified.
- C. SIGN BID FORM in longhand, with name typed below signature. Where Bidder is a Corporation, Bids must be signed with the legal name of the Corporation, followed by the legal signature of an officer authorized to bind the Corporation to a contract.
- D. RECAPITULATION of work to be done shall not be included with any Bid.
- E. Where so indicated by the makeup of the Bid Form, amounts shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount shall govern.
8. Identification and Submission of Bid:
- A. Bids must be submitted in a sealed envelope and marked on the lower left-hand corner with the firm name and address, Bid number, Bid opening date, and Bid opening time. All copies of the (1) Bid and (2) Bid Security and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope with the notation "Bid Enclosed" on the face thereof.

9. Modification and Withdrawal of Bid:
- A. A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period that a Bidder's Bid Security is held following the time and date designated for the receipt of Bids. The Bidder so agrees in submitting his Bid.
- B. WITHDRAWAL BEFORE BID OPENING: A Bid may be withdrawn at any time before Bid opening, but may not be resubmitted.
- C. AFTER BID OPENING: No Bid may be withdrawn or modified, except where the award of contract has been delayed for more than 90 days.
10. In the event of an Award, the responsible Bidder offering the lowest Bid price meeting the Specifications will be required to enter into Contract and provide proof of insurance required for the Project. Said Bidder shall also provide a Performance Bond for the full amount of the Contract. The Performance Bond, in the amount of 100% of the Contract amount, must be submitted within ten (10) calendar days after notice of award of contract. Failure to return these Documents within the required time period may cause a cancellation of the Award.
11. Consideration of Bids/Selection Process:
- A. Bids received will be opened and read aloud publicly.
- B. The Owner shall have the right to accept Alternates in any order or combination and to determine the acceptable Bidder on the basis of the sum of the Base Bid and the Alternates accepted.
- C. The Owner will award a Contract to the lowest and best Bidder provided that:
5. The Bid conforms to and has been submitted according to the requirements of the Bidding Documents.
 6. The Bid is judged to be reasonable.
 7. The Bid does not exceed the funds available.
 8. The Bid complies with the Instructions to Bidders and Mandatory Requirements.
 9. The completion time is satisfactory to the Owner.
 10. Evidence of the experience, qualifications and financial responsibility of the Bidder and his Subcontractors and the time of completion are all satisfactory to the Owner.
11. The County reserves the right to reject Bidders in accordance with the Invitation For Bid.
- D. Bids will be screened by a Review Committee consisting of the Project Manager, Records Center Staff, the Project Architect and the Purchasing Director. This Committee will evaluate each firm's response.
- E. 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.
- F. The Owner shall have the right to waive any informality and/or irregularity in any Bid received.
- G. The Owner shall have the right to reject any and all Bids.

12. Time for Completion: All Bidders are required to state on the Bid Form the time needed for all work under the general contract to be completed, which would yield their best Bid. Unless otherwise required, this time frame shall be stated in calendar days and shall represent the Contractor's commitment to complete the project on schedule. The contractual period will begin with the issuance of Notice To Proceed and continue through completion of the project. A formal Contract will be issued.

13. Upon satisfactory completion of the Contract, a formal CERTIFICATE OF PROJECT COMPLETION will be forwarded to the Contractor by the Project Architect. The date of substantial completion of the Project will be the starting date of the guarantee period.

14. All work shall be in accordance with all Federal and State Laws, Local Ordinances and Building Codes, and the Americans with Disabilities Act of 1990.

15. Taxes:

Materials and equipment incorporated in the Work are exempt from payment of sales tax under the laws of the State of Kansas.

16. Project Time Line:

A. The following dates are provided in addition to those previously stated to help interested Contractors in planning participation in the project herein. The dates listed, however, are in no way guaranteed and are subject to change without notice.

Pre-Bid Meeting	Tuesday, September 17, 2002 at 10:00 a.m. Bids Due in Purchasing Tuesday, October 8, 2002 at 1:45 p.m.
Bid Opening	Tuesday, October 8, 2002 at 2:00 p.m.
Board of Bids and Contracts	Thursday, October 17, 2002 at 10:00 a.m.
Board of County Commissioners	Wednesday, October 23, 2002 at 9:00 a.m.

17. 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 Facility Project Services Office, Historic County Courthouse, 510 North Main, Suite 602, Wichita, Kansas 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 from the Clerk of the District Court to the Statutory Bond.
3. Certificate of Insurance including Contractor's General Automotive Liability, Workers Compensation Insurance and Owner's Liability Insurance.
4. List of subcontractors and suppliers, as well as proof of a valid Contractor's license from the jurisdiction in which the Work is being performed, is required for both Contractor and applicable sub-contractors.
5. Corporate Resolution of authority to sign and deliver the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary and dated prior to all other submittals.
6. Domestic (Kansas) corporations shall furnish evidence of good standing in the form 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.
- 7. Signed Bloodborne Pathogens form.
- 8. Construction Schedule with major milestones identified.

- B. Such documents must be delivered within ten (10) days of the Owner'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 Owner, and the Owner will award a contract to the next lowest and best Bid.
- C. The successful Bidder shall not make claim either for time or money against the Owner for labor or materials performed or delivered prior to issuance of the Notice To Proceed.
- D. The County's responsibility to issue a Notice To Proceed is expressly conditioned on the Contractor's timely execution and delivery of such documents.
- E. The County intends to issue a Contract and Notice To Proceed within sixty (60) days of receipt of Bids.
- F. Bidders shall also note that the Work cannot begin until after a State of Kansas Sales Tax Exemption Certificate has been requested by Sedgwick County and affixed to the Notice To Proceed.

INSTRUCTIONS TO BIDDERS

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- 13. The completion time is satisfactory to the Owner.
- 14. Evidence of the experience, qualifications and financial responsibility of the Bidder and his Subcontractors and the time of completion are all satisfactory to the Owner.
- 7. The County reserves the right to reject Bidders in accordance with the Invitation For Bid.

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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 from the Clerk of the District Court to the Statutory Bond.
3. Certificate of Insurance including Contractor's General Automotive Liability, Workers Compensation Insurance and Owner's Liability Insurance.
4. List of subcontractors and suppliers, as well as proof of a valid Contractor's license from the jurisdiction in which the Work is being performed, is required for both Contractor and applicable sub-contractors.
5. Corporate Resolution of authority to sign and deliver the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary and dated prior to all other submittals.
6. Domestic (Kansas) corporations shall furnish evidence of good standing in the form 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.
7. Signed Bloodborne Pathogens form.
8. Construction Schedule with major milestones identified.

B. Such documents must be delivered within ten (10) days of the Owner'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 Owner, and the Owner will award a contract to the next lowest and best Bid.

C. The successful Bidder shall not make claim either for time or money against the Owner for labor or materials performed or delivered prior to issuance of the Notice To Proceed.

D. The County's responsibility to issue a Notice To Proceed is expressly conditioned on the Contractor's timely execution and delivery of such documents.

E. The County intends to issue a Contract and Notice To Proceed within sixty (60) days of receipt of Bids.

F. Bidders shall also note that the Work cannot begin until after a State of Kansas Sales Tax Exemption Certificate has been requested by Sedgwick County and affixed to the Notice To Proceed.

BID FORM

RFQ#02-77

BID PROVIDED BY:

(Company Name)

BID FORM

TO: Facility Project Services
Sedgwick County Historic Courthouse
510 North Main, Suite 602
Wichita, Kansas 67203

I have received the Bid Documents, Specifications, and Construction Documents, and addendums collectively known as the Contract Documents for the Sedgwick County Courthouse Power Factor Correction as prepared by MKEC Engineering Consultants, Inc. and June 18, 2002 For Construction.

In submitting this Bid, I agree:

1. To hold my Bid open for 60 days after the date of this Bid.
2. To enter into and execute a contract, if awarded on the basis of this Bid, and to proceed in accordance with the requirements of the General Conditions and Contract Forms.
3. To provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the Work in accordance with the proposed Contract Documents.
4. To remove and haul away from the construction site any and all debris arising from this contract and to assume sole liability for all removal, handling and dumping of debris.
5. To comply with any and all local, state, federal or other governmental laws, rules and regulations with respect to the transportation, disposal and dumping of debris and other excavated materials and Contractor shall secure any and all necessary permits and approvals incidental to said transportation, dumping and disposal.
6. To further agree to indemnify and hold the Owner and Architect harmless from any and all claims and/or damage of any kind whatsoever as a result of the Contractor's performance of this contract.
7. The undersigned agrees to complete the Work in _____ consecutive calendar days from the date of Notice To Proceed.
8. To complete the base bid work in the time stipulated, in accordance with the Bidding Documents for the lump sum price of:

_____ Dollars (\$ _____)

9. ALTERNATES: The Bidder offers to provide the alternate construction per Section 01030 as follows: None.

10. ADDENDA: The Bidder acknowledges receipt of the following numbered Addenda:

None () #1 () #2 () #3 () #4 () #5 () 11. AGREEMENTS: The Undersigned agrees to the following terms and conditions:

A. An incomplete Bid, or other information not requested which is written on this Form of Bid, may be cause for rejection.

BID FORM

- B. Read the Invitation for Bid and the Instructions to Bidders carefully.
- C. The Owner reserves the right to reject any or all Bids and to waive all technicalities should such action be deemed to be in the best interests of the Owner.
- D. This Bid may not be withdrawn for a period of sixty (60) calendar days following the receipt and opening.
- E. Failure to acknowledge receipt of any Addendum issued may be cause for a Bid rejection.

12. In the event that additional work is requested by the Owner or Architect that requires an adjustment to the contract sum, the Contractor and his subcontractors agree to perform the work for the direct cost of additional labor, materials, taxes, bonds and overhead and profit per AIA Document A107-1997, Article 12.

13. The Undersigned acknowledges the following named subcontractors are to be used for their respective divisions of work:

Electrical Subcontractor: _____

Mechanical Subcontractor: _____

Plumbing Subcontractor: _____

Painting Subcontractor: _____

Drywall Subcontractor: _____

14. **DECLARATIONS:** The Undersigned hereby declares he has carefully examined the Drawings and Specifications, has visited the actual location of the Work, has satisfied himself as to all conditions and understands that, in signing this Form of Bid, he waives all right to plead any misunderstandings regarding same and agrees to be bound by the provisions of said Drawings and Specifications and all statements made therein.

The Undersigned proposes to enter into Contract and to furnish and pay for the specified Bonds and other required Documents within ten (10) working days after notification of award of Contract.

SIGNATURE AND SEAL:

DATED THIS _____ DAY OF _____, 2002.

(affix corp. seal here)

Tax Information Required

Please provide 1099 reporting number

Fed I.D. # _____

BID FORM

Or Social Security # _____

Business Name _____

Address _____

City, State and ZIP code _____

Please check appropriate space: _____ Individual/Sole proprietor _____ Corporation _____ Partnership

Other: