

Main Courthouse – Chiller Rebuild

INVITATION FOR BIDS

PROJECT: Main Courthouse Chiller Rebuild
525 N. Main Street
Wichita, KS 67203

COUNTY BID NUMBER: **22-0001**

PRE-BID MEETING:

A pre-bid meeting will be held on site. Bidders are to meet at Sedgwick County Courthouse – 525 N. Main Street, Wichita, KS 67203 beginning at 10:00 a.m. on January 21, 2022.

Attendance is not mandatory; however, this will be the only time to meet directly with County staff and the architect to answer questions concerning this project. General contractors are encouraged to have their subcontractors attend this meeting to view the site conditions.

Bidders are encouraged to examine bidding documents as early as possible. **In order to ensure each bidder has the most current information for bidding there is an established date and time for last questions to be asked. Bidders requiring clarification or interpretation of the Bidding Documents shall make such requests, in writing only, to Lee Barrier, Purchasing Agent, at Lee.Barrier@sedgwick.gov no later than 5:00 p.m. on January 26, 2022.**

RESPONSES TO INVITATION FOR BID:

Responses will be received in the Sedgwick County Purchasing Department, located in the Finance Department, Main Courthouse, 525 N. Main Street, Suite 823, Wichita, Kansas, 67203, until **1:45 p.m.** on Tuesday, February 1, 2022. Late Bids will not be accepted and will not be considered for award recommendation.

BID RESPONSES WILL BE OPENED AT: 2:00 p.m. on Tuesday, February 1, 2022.

This meeting will be held in the Finance Department, Main Courthouse, 525 N. Main, Suite 823, Wichita, Kansas, 67203. All interested parties are invited to attend this meeting, as bids/responses will be received, publicly opened and read aloud.

After review and appropriate approval, a contract will be awarded to the lowest responsive, responsible and best bidder meeting specifications and appropriately licensed to do the specified work outlined in these documents.

Plans and specifications are available in electronic form only and may be downloaded by clicking the following link, [Sedgwick County Construction Projects](#). Company information will be collected to generate a plan holder's list which will be updated weekly and available at the Main Courthouse Chiller Rebuild section of the [current RFP/RFQ page](#). Plans are available for **viewing only in the County Clerk's office, Main Courthouse, 525 N. Main, Second Floor, Wichita, Kansas, 67203.**

There will be **NO** Bid Document Deposit for this set of Documents.

A RECOMMENDATION FOR CONTRACT AWARD:

will be made to the Board of Bids and Contracts at its regular meeting **at 10:00 a.m. CDT on February 3, 2022**, generally held in the County Commission Meeting Room located at 525 North Main, Third Floor, Wichita, Kansas, 67203, although this date or location could change.

CONTRACT AWARD:

Board of County Commissioners will consider award on **Wednesday, February 9, 2022, although this date could change.**

PROJECT SCOPE:

Rebuild one Chiller at the Main Courthouse.

BIDDING DOCUMENTS:

INVITATION FOR BIDS

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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 or 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.

DURING BIDDING PERIOD:

Inquiries regarding Bid Documents, Bid/Selection process or any requests for information about this specific project shall be directed in writing only to:

Lee Barrier, Purchasing Agent
525 North Main Street, Suite 823
Wichita, KS 67203
Telephone: (316) 660-7258 Fax: (316) 383-7055
E-mail: Lee.Barrier@sedgwick.gov

All contact concerning this solicitation shall be made through the Purchasing Department.

Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Department **in writing**. Failure to comply with these guidelines may disqualify the Bidder's response.

OWNER'S REPRESENTATION:

Owner's Representative for the duration of the Project:

Sandy Anguelov, Senior Project Manager
271 W. 3rd Street, Suite 325
Wichita, Kansas 67202
Telephone: (316) 660-9865 Fax: (316) 660-9868
E-mail: Sandy.Anguelov@sedgwick.gov

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 subcontractors 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 will be authorized to do business in the State of Kansas, and will be properly licensed to do this work.
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 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.

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7. The Bid is based upon the approved materials, systems and equipment described in the Bidding Documents without exception, including all warranties, coordination and components required to perform the work.
8. The Bidder certifies that their 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 work with the 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 the preparation of 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.

Bid Guarantee:

1. Bid Security is required in the amount of at least 5% of the bid plus all additional alternates. In case of multiple prices in a bid or alternate, write for the maximum possible contract amount.
2. 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 contract has been awarded.
3. 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.
4. Bid Bonds shall be submitted on AIA Document A310, latest edition, as issued and approved by the American Institute of Architects.
5. Bid Security will be retained by the Sedgwick County Clerk until the Contract for the Project has been completed and is a guarantee that if awarded the Contract, the Bidder will enter into a contract and give bonds as required. In the event the successful Bidder fails to consummate a signed Contract, through no fault of the Owner, Bid Security shall be retained by the Owner as liquidated damages and not as a penalty.
6. Sedgwick County reserves the right to retain the Bid Security of the three (3) lowest Bidders until the successful Bidder has entered into a Contract or until 60 days after Bid opening, whichever is the shorter. All other Bid Securities will be returned as soon as practicable.

Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate, including minority owned, woman owned and small 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 fall in these categories are appreciated.

General Contractor will be required to maintain a subcontractor worksheet throughout the project and will submit the worksheet to County staff at any time requested but shall submit the worksheet at the completion of project.

END OF INVITATION FOR BIDS

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INSTRUCTIONS TO BIDDERS

PROJECT: Main Courthouse Chiller Rebuild
525 N. Main Street
Wichita, KS 67203

COUNTY BID NUMBER: **22-0001**

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

- A. Responses to this invitation will be accepted only from General Contractors who are licensed to do business in Sedgwick County.
- B. Applications will also be accepted from General Contractors who have applied to receive a reciprocal license.
- C. A copy of General Contractor's Certificate of Insurance will be required to be submitted with the Bid at the time the bids are due. Insurance policy will be due from the successful contractor as part of the required documents prior to issuance of the notice to proceed.
- D. Bidding Documents shall include the Invitation for Bids, Bid Form, construction drawings, proposed Contract Documents, including any Addenda issued prior to receipt of Bids, supplemental information and any additional information requested.
- E. Bids must be on a lump sum basis and shall be the Contract Amount.
- F. Bidder Qualifications: For the duration of the project, all Prime Bidders shall be located within Sedgwick County, Kansas or establish an office in Sedgwick County, Kansas, and 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:
 1. Proof of registration with the Kansas Director of Taxation by non-resident Bidders (K.S.A. 79-1009).
 2. Proof of registration with the Kansas Secretary of State by foreign corporations.
 3. List of projects of similar size and type the Bidder has constructed or in which the Bidder has been engaged in a responsible capacity.
 4. Evidence the Bidder maintains a permanent place of business.
 5. A current financial statement.

Examination:

1. 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.
2. 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.
3. In reviewing these Documents, it is evident that certain information, if disclosed to the public, may jeopardize the security of Sedgwick County, and appropriate measures will be taken to maintain confidentiality.

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4. In order to ensure each bidder has the most current information for bidding there is an established date and time for last questions to be asked. Bidders requiring clarification or interpretation of the Bidding Documents shall make such requests, in writing only, to the Purchasing Agent no later than 5:00 p.m. January 26, 2022.
5. Samples shall be submitted by the above referenced deadline to permit evaluation and notification of Bidders.
6. Any interpretation, correction or change of the Bidding Documents will be made by written Addenda. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.

Addenda:

1. DISCREPANCIES OR OMISSIONS in the documents will be clarified in the form of an electronic Addendum and will be posted on the County web site. 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 Senior Purchasing Agent. In response, an Addendum will be issued and the contractor shall rely solely on information contained in the written 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.**
2. ADDENDA received by Bidders shall be acknowledged by same on their Bid Form.

Substitutions:

1. Each Bidder represents that their Bid is based upon materials and equipment described in the Bidding Documents.
2. No substitution will be considered unless written request has been submitted to the Purchasing Agent and the Architect, in duplicate, for approval by 5:00 p.m. on January 26, 2022 Fri. Each such request shall include a complete description of the proposed substitute, drawings, cuts, 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.

Preparation of Bids:

1. BIDS shall be made on unaltered Bid Forms furnished by the County, or detached from this Project Manual.
2. FILL IN all blanks on the Bid Form with ink or type. Blanks left on Bid Form may be cause for disqualification of Bidder.
3. 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.
4. RECAPITULATION of work to be done shall not be included with any Bid.
5. 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.

Identification and Submission of Bid:

1. Contractor shall provide one (1) Original of the Bid Response Form, Bid Security and other supplemental information required to be submitted with the Bid.

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2. All of the Bid Documents shall be enclosed in a sealed envelope with the notation "Bid Enclosed" on the face. The firm name and address, Bid number, Bid opening date, and Bid opening time shall be provided in the lower left-hand corner of the Envelope.

Modification and Withdrawal of Bid:

1. 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.
2. WITHDRAWAL BEFORE BID OPENING: A Bid may be withdrawn at any time before Bid Opening, but may not be resubmitted. If a bidder withdraws a bid, as authorized in K.S.A. 75-6905, the awarding authority may require that such bidder shall not be allowed to perform any work on the project through subcontract agreements or by any other means including re-bids.
3. AFTER BID OPENING: No Bid may be withdrawn or modified, except where the award of contract has been delayed for more than 60 days.

In the event of an Award, the lowest, responsive, responsible and best bid price meeting the specifications will be required to enter into contract 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 30 calendar days after award of contract. Failure to return these Documents within the required time period may cause a cancellation of the Award.

Consideration of Bids/Selection Process:

1. Bids received will be opened and read aloud publicly.
2. Owner shall have the right to determine the acceptable Bidder on the basis of the sum of the Base Bid and the Alternates accepted.
3. The Owner will award a contract to the lowest, responsive, responsible and best Bidder provided:
 - a. The Bid conforms to and has been submitted according to the requirements of the Bidding Documents and includes the Certificate of Insurance including Contractor's General Automotive Liability, Workers Compensation Insurance and Owner's Liability Insurance.
 - b. The Bid is judged to be reasonable.
 - c. The Bid does not exceed the funds available.
 - d. The Bid complies with the Instruction to Bidders and Mandatory Requirements.
 - e. The completion time is satisfactory to the Owner.
 - f. 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.
 - g. The County reserves the right to reject Bidders in accordance with the Bidding Documents.
4. Bids will be screened by a Review Committee consisting of the Project Manager, Architect and the Purchasing Agent.

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5. 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.
6. The Owner shall have the right to waive any informality and/or irregularity in any Bid received.
7. The Owner shall have the right to reject any and all Bids.

Time for Completion and Liquidated Damages:

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.

The Agreement will include a stipulation that liquidated damages will be assessed in the amount of \$150.00 per calendar day after Completion Date that the work is not substantially complete.

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 warranty period.

All work shall be in accordance with all Federal and State Laws, Local Ordinances and Building Codes, and the 2010 Standards for Accessible Design.

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

Project Time Line:

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.

Project out for bid – Friday, January 14, 2022
Pre-bid Meeting – Friday, January 21, 2022 at 10:00 a.m.
Last questions received – Wednesday, January 26, 2022 at 5:00 p.m.
Last Addendum Issued – Friday, January 28, 2022 at 5:00 p.m.
Bids Due in Purchasing – Tuesday, February 1, 2022 at 1:45 p.m.
Bid Opening – Tuesday, February 1, 2022 at 2:00 p.m.
Board of Bids and Contracts – Thursday, February 3, 2022 at 9:00 a.m.
Board of County Commissioners – Wednesday, February 9, 2022 at 9:00 a.m.

Notice to Proceed:

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 Project Services Office, 271 W 3rd St., Suite 325, Wichita, Kansas, 67202, 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. List of subcontractors and supplier's proof of a valid Contractor's license from the jurisdiction in which the work is being performed for both contractor and applicable sub-contractors is required.

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4. Corporate Resolution of authority to sign and deliver the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary and dated before all other dated submittals.
5. 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.
6. Construction Schedule with major milestones identified.
7. Insurance Certification for Payment.

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.

1. 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.
2. The County's responsibility to issue a Notice To Proceed is expressly conditioned on the Contractor's timely execution and delivery of such documents.
3. The County intends to issue a Notice To Proceed within 30 days of receipt of Bids.
4. Bidders shall also note that the Work cannot begin until after a State of Kansas Sales Tax Exemption Certificate has been provided by Sedgwick County and affixed to the Purchase Order and the Notice to Proceed.
5. Contractor must submit Insurance Policy.

END OF INSTRUCTIONS TO BIDDERS

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BID FORM

BID PROVIDED BY:

(Company Name)

I have received the Bid Documents, Specifications, and Construction Documents, collectively known as the Contract Documents for Construction of the

Main Courthouse – Chiller Rebuild

COUNTY BID NUMBER 22-0001

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 Form.
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 incident to said transportation, dumping and disposal.
6. To further agree to indemnify and hold the Owner and Designer 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. That attached to this Bid is one copy of the Certificate of Insurance including Contractor's General Automotive Liability, Workers Compensation Insurance and Owner's Liability Insurance.

8. **CALENDAR DAYS:**

The Undersigned agrees to reach substantial completion of the Work in _____ consecutive calendar days from the date of Notice to Proceed.

The Undersigned agrees to reach final completion of the Work in _____ consecutive calendar days from the date of Substantial Completion.

Total Calendar Days _____

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9. **BID:**
BASE BID
To complete the Base Bid Work, in the time stipulated, in accordance with the Bidding Documents for the lump sum price of:

_____ Dollars (\$_____).

ALTERNATES:

_____ Dollars (\$_____).

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 Bid Form, may be cause for rejection.
- b. Read the Invitation for Bids 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 interest of the Owner.
- d. This Bid may not be withdrawn for a period of 60 calendar days following the receipt and opening.
- e. Failure to acknowledge receipt of any Addendum issued may be cause for Bid rejection.
- f. In the event that changes to the work are required, the undersigned agrees that ten percent (**10%**) total between General and Subcontractors of his net costs shall be added thereto for Overhead, Profit and General Requirements (including but not limited to, Insurance and Bonds).

12. **MAJOR SUBCONTRACTORS:**
The Undersigned acknowledges the following named major subcontractors are to be used for their respective division of work. Contractors shall identify by type, any disadvantaged, minority and women-owned businesses used as a subcontractor for this project.

Subcontractor: _____
Address – City, State, Zip: _____

Additional, if necessary:

13. **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 Bid Form, 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 10 working days after notification of award of Contract.

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14. FIRM IDENTIFYING INFORMATION:

FIRM NAME _____

CONTACT _____

SIGNATURE _____ TITLE _____

PRINT NAME _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

COMPANY WEBSITE ADDRESS _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION:

Public Corporation ___ Private Corporation ___ Sole Proprietorship ___ Partnership ___ Small Business ___

General Nature of Business _____

Manufacturer ___ Distributor ___ Retail ___ Dealer ___ Service ___

___ Not Minority/Caucasian (00) publicly traded companies and nonprofits are in this category

Minority Owned Business:

___ African American (05), ___ Asian Pacific (10), ___ Subcontinent Asian (15), ___ Hispanic (20),

___ Native American (25), ___ Other (30) - Please specify _____,

___ Not Minority/Caucasian – Woman Owned (50), ___ African American – Woman Owned (55),

___ Asian Pacific – Woman Owned (60), ___ Subcontinent Asian – Woman Owned (65), ___ Hispanic –

Woman Owned (70), ___ Native American – Woman Owned (75), ___ Other – Woman Owned (80)

Insurance registered in the State of Kansas with a minimum best rating of A-VIII: ___ Yes ___ No

15. SIGNATURE AND SEAL:

DATED THIS _____ DAY OF _____, 2022.

LEGAL NAME OF PERSON, FIRM OR CORPORATION

MAILING ADDRESS OF ABOVE

SIGNATURE

TELEPHONE NUMBER

FAX NUMBER

(Affix Corporate Seal here)

E-MAIL

REQUEST FOR BID CONDITIONS

In submitting a response to this Request for Bid, vendors hereby understand the following:

1. Pricing offered in the bid document will be provided to other local governments and governments whom Sedgwick County regularly enters into cooperative agreements.
2. Sedgwick County reserves the right to reject any and/or all bids and responses to these and/or related documents, to accept any item(s) in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County.
3. Alternate bids (two or more bids submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein. The bids submitted, and any further information acquired through interviews, will become and is to be considered a part of the final completed contract. If there is any variance or conflict, the bid specifications will control.
4. Bidders MUST return completed copies of the entire document to the Sedgwick County Purchasing Department, 525 N. Main, 8th Floor, Suite 823, Wichita, KS 67203, on or before the date and time specified. Bids must be sealed in an envelope and marked with the firm name and address, bid number, bid opening date, and bid opening time. The time clock stamp, located in the Sedgwick County Purchasing Department will determine the time of receipt.
5. Bids submitted may not be withdrawn for a period of 60 days immediately following the opening of this Request for Bid. Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
6. Sedgwick County interprets the term "Lowest Responsible and Best Bidder" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as the availability of service(s), part(s) material(s) and/or supply(s), warranty, maintenance, freight costs, performance of product and labor cost of items upon which bids are received.
7. All requested information must be supplied. If bidders cannot respond to any part of this request, bidders should state the reason they cannot respond and note an exception. Bidders may provide supplemental information to assist Sedgwick County in analyzing its bid.
8. If the bidder refuses or fails to make deliveries of the materials within the times specified on the face of the Request for Bid or purchase order, Sedgwick County may, by written notice, terminate the contract or purchase order.
9. The bidder will warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. Sections 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
10. The successful bidder will hold and save Sedgwick County, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County. Vendors working on county property or on behalf of County will be required to carry minimum insurance listed in bid document.
11. All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to County inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of a Sedgwick County representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
12. Unless specified otherwise, all items bid are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
13. Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
14. Contracts entered into on the basis of submitted bids are revocable if contrary to law.

15. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
16. The Bidder agrees to comply with K.S.A. 44-1030.
 - a. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
 - b. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
 - c. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
 - d. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. The contractor shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
17. All project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
18. Contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
19. Contractors/vendors providing services to the public on behalf of Sedgwick County will agree that all personnel in their employment that have direct contact with the public will attend ADA Awareness and Sensitivity training provided by Sedgwick County or the Independent Living Resource Center. Training should be coordinated through the county's ADA coordinator, (316) 660-7052 and evidence of training shall be provided to the county's ADA coordinator. Any violations of the provisions of ADA or section 504, will be deemed a breach of contract and be subject to termination of contract.
20. The successful bidder may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable. If the successful bidder is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.
21. The bidder responding to this bid solicitation proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Bid, Addenda, Contract, Bonds, Insurance, Plans, Specifications, any Instructions, Mandatory Requirements and Conditions.
22. Unless specified elsewhere in the document, all prices quoted must be F.O.B. Destination, Freight Prepaid and Allowed, which will include all delivery, handling, and any other charges related to delivery including surcharges.
23. It will be understood that the bidder's sureties and insurers, as applicable, are subject to the approval of the County.
24. Prior to a vendor being awarded a contract, Domestic (Kansas) corporations shall 1) 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; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

25. Sedgwick County will not award to any vendor that is currently listed in the exclusion records of the SAM (System for Award Management) website maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
26. Sedgwick County reserves the right to conduct background checks at any time on new or existing vendors. Background checks will be used to evaluate eligibility to be engaged in a work capacity by Sedgwick County, and will not be used to discriminate on the basis of race, sex, age, color, religion, national origin, disability, genetic, sexual orientation or veteran status.
27. Upon award, the bidder agrees to execute and deliver to the County a contract in accordance with the contract documents (if applicable) within ten days of notice of the award to the bidder. The bidder agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the bidder will be liable for the County's actual damages that exceed the amount of the surety.
28. It will be understood that time is of the essence in the bidder's performance. The bidder agrees that the County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the bidder defaults in the performance of the contract documents, the bidder will be liable for payment of the sums stipulated in the contract documents as liquidated damages, and not as a penalty.
29. The bidder hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Bid, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid documents. The bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
30. It will be understood that any bid and any and/or all referencing information submitted in response to this Request for Bid will become the property of Sedgwick County, and will not be returned. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation.
31. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Bid including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
32. By submission of a response, the bidder agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest". A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Bidders will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their bid/quotation. The bidder certifies that this bid is submitted without collusion, fraud or misrepresentation as to other bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
33. No gifts or gratuities of any kind shall be offered to any County employee at any time.
34. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.
35. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.
36. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Bids must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for Bids which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and

available for transmission. Submitting a bid response via facsimile does NOT relieve the bidder of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-bid conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of bid sureties (bonds, certificates of insurance, etc.).

**Main Courthouse – Chiller Rebuild
RFB #22-0001**

BONDS

PERFORMANCE AND LABOR AND MATERIAL BONDS:

PERFORMANCE AND LABOR AND MATERIAL BONDS shall be furnished to the Owner by the Contractor, in an amount equal to 100 percent of the Contract Sum as security for the faithful performance of the contractor and payment of all persons performing labor and furnishing materials in connection with the contract. 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 the Owner with a certified copy of said statutory bond as so filed.

BONDS FURNISHED shall be written by a SURETY approved by the U.S. Treasury Dept. and licensed to do business in the State of Kansas. No Work shall be commenced until bonds are in force.

FORM OF BOND shall be Statutory Payment Bond – State of Kansas.

POWER OF ATTORNEY for the surety company agent must accompany each bond issued, and must be certified to include the date of the bonds.

PROVIDE TRIPLICATE COPIES of the bond forms and power of attorney.

COST of the bonds shall be included in the bid and paid for by the Contractor.

END OF SECTION

Main Courthouse – Chiller Rebuild

BOND TO THE STATE OF KANSAS STATUTORY PAYMENT BOND (K.S.A. 60-1111, as amended)

WITNESSETH: That _____ (“Principal”),
and _____ (“Surety”), are
hereby jointly and severally held and firmly bound unto the STATE OF KANSAS in the sum of
_____ dollars
(\$ _____) lawful money of the United States of America, for the use and
benefit of all persons entitled thereto and for the payment of which we hereby bind ourselves,
our successors, assigns, heirs, executors and administrators.

THE CONDITION OF THE OBLIGATION IS SUCH, THAT,

WHEREAS, the Principal has entered into an Agreement with Sedgwick County, Kansas dated
_____, 2022, for improvements described as the

**Main Courthouse – Chiller Rebuild
525 N. Main Street
Wichita, Kansas 67203
RFB #22-0001**

(the “Work”) according to the Contract Documents, which are incorporated herein by reference.

NOW, THEREFORE, if the Principal and its subcontractors shall pay all indebtedness incurred
for supplies, materials or labor furnished, used or consumed in connection with the Work
including gasoline, lubricating oils, fuel oils, grease, coal and similar items used or consumed
directly in furtherance of the Work, then this obligation is to be null and void; otherwise to remain
in full force and effect.

The Surety covenants and agrees that no change, extension of time, alteration or addition to the
Contract Documents or to the Work shall in any way reduce, nullify, or affect the Surety’s
obligations on this bond; and the Surety hereby waives notice on any such change, extension of
time, alteration or additional to said Contract Documents or Work.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and
delivered this _____ day of _____, 2022.

Principal _____

Title _____

Surety _____

Title _____

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RFB#: 22-0001**

PERFORMANCE BOND

WITNESSETH THAT, _____ (“Principal”) and _____ (“Surety”) ARE HELD AND FIRMLY BOUND UNTO THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, (the “County”), for the use and benefit of claimants herein below identified in the amount of:

_____ dollars (\$_____).

and in the amount of any change orders issued for the Work, for which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT,

WHEREAS, Principal has by agreement dated _____, 2022 entered into a contract with the County for the construction described as the:
Main Courthouse Chiller Rebuild Project located at 525 N. Main Street, Wichita, KS 67203 in accordance with the Contract Documents.

NOW, THEREFORE, if the Principal shall well and truly perform all the covenants, conditions, and obligations of the Contract Documents and any Addenda and Change Orders and shall hold the County and all interested property owners harmless against all claims, loss, damage, demands, or causes of actions which they may sustain or suffer by reason of any breach of said Contract Documents or of negligence of the Principal or of improper execution of the Work or use of inferior materials by the Principal; and if said Principal shall maintain the improvements as provided for in said Contract Documents and shall make good all defects in material and workmanship for a period of one year, or for such other period as provided for in the Contract Documents; then, this obligation shall be void: Otherwise to remain in full force and effect.

FURTHERMORE, the Surety consents and agrees that no price change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder shall in any way affect Surety’s obligation on this bond; and Surety hereby waives notice of any such change, extension of time, alteration or addition to said Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have duly executed these presents all as of the day and year first above written.

Principal _____

Title _____

Surety _____

Title _____

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**CERTIFIED COPY OF A RESOLUTION
OF THE BOARD OF DIRECTORS
OF _____
A KANSAS CORPORATION**

The undersigned, being the duly elected qualified and acting Secretary of _____, a Kansas corporation (the "Corporation"), hereby certifies as follows:

At a special meeting of the board of directors of the Corporation, held _____, 2022, when meeting was duly and properly called according to the by-laws of the Corporation and at which a quorum of said board was present, the following resolution was passed and adopted:

"WHEREAS, the Corporation desires to contract with Sedgwick County, Kansas (the "County") for the construction of certain public improvements, and,

"WHEREAS, the Corporation desires to authorize certain officers of the Corporation to execute and deliver to the County all agreements and documents related thereto.

"NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF _____, a Kansas corporation, that _____(name), _____(title), of the Corporation, be and is hereby authorized to execute and deliver to the County all contracts and documents incidental thereto, including but not limited to statutory bonds, construction bonds, insurance agreements and policies, plans and specifications, and any further documents required thereby, relating or pertaining to the following described project:

**Main Courthouse Chiller Rebuild
525 N. Main Street, Wichita, KS 67203**

"BE IT FURTHER RESOLVED BY THE BOARD OF DIRECTORS OF THE CORPORATION that the authority conferred hereby upon such officer is continuing unless notice in writing be given by the Corporation to the County."

DATED this _____ day of _____, 2022.

(SEAL)

Secretary

Main Courthouse – Chiller Rebuild

EXHIBIT A

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor’s professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured including both ongoing and completed operations, except for professional liability, workers’ compensation and employer’s liability.

Certificate shall be provided prior to award of contract. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas **(must be acknowledged on the bid/proposal response form)**.

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements.

Workers’ Compensation:	
Applicable coverage per State Statutes	
Employer’s Liability Insurance:	\$500,000.00
Commercial General Liability Insurance (on form CG 00 01 04 13 or it’s equivalent):	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
Automobile Liability:	
Combined single limit	\$500,000.00
Umbrella Liability:	
Following form for both the general liability and automobile	
<u>X</u> Required/ <u> </u> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
<u> </u> Required/ <u>X</u> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Pollution Liability Insurance:	
<u> </u> Required/ <u>X</u> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:

In addition to the above coverages, Contractor shall also provide the following:

Builder’s Risk Insurance:	In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis without optional deductibles. Entity, Contractor, and all Subcontractors shall be included as named insureds.
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PROJECT SUBCONTRACTING WORK SHEET

Project Name:

Main Courthouse Chiller Rebuild

Check here if you are not using subcontractors

Bid #	22-0001
General Contractor	
Created by	

General Contractors shall provide the name, description, DBE classification (type) Minority Certification #, date of work and dollar value for each subcontractor (including lower-tier subcontractors) used to complete the referenced project. Contractors may be required to provide back up documentation to verify information. Each column requires input.

DBE classification type: African American (1); Asian (2); Hispanic (3); Native American (4); other minority (5); Women Owned Business (6). Additional general classifications: Small Business Owner (7); Does not meet any classification (0).

	Subcontractor Name and Address	Type	Jurisdiction Name & Minority Certification # (if vendor has one)	Description of Services	Date of Work	Dollar Value of work
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Form shall be submitted to Purchasing at the completion of project.

Sedgwick County Mandatory Supplemental Provisions Attachment
Main Courthouse – Chiller Rebuild

1. County may deduct liquidated damages in the amount of \$150.00 from any unpaid amounts then or thereafter due to Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due to Contractor shall be payable to County at the demand of County, together with interest from the date of the demand at a rate equal to the lower of the Treasury bill rate or the highest lawful rate of interest payable by Contractor.
2. In the event of inconsistencies within or between parts of the Agreement and all attachments and incorporations thereto, or between the Agreement, and all attachment and incorporations thereto, and applicable standards, codes, resolutions, and ordinances, Contractor shall (i) provide the better quality or greater quantity of work, or (ii) comply with the more stringent requirement, either or both in accordance with the Architect's interpretation.
3. In no event shall County have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for the safety precautions and programs in connection with the work performed under this Agreement, notwithstanding any of the rights and authority granted County in this Agreement.
4. Prior to execution of this Agreement, Contractor must evaluate and satisfy itself as to the conditions and limitations under which the project is to be performed, including, without limitation: (i) the location, condition, layout, and nature of the project site and surrounding areas; (ii) generally prevailing climactic conditions; (iii) anticipated labor supply and costs; (iv) availability and cost of materials, tools, and equipment; and (v) other similar issues. County assumes no responsibility or liability for the physical condition or safety of the project site or any improvements located on the project site. Contractor will be solely responsible for providing a safe place for the performance of any and all obligations performed under this Agreement. County shall not be required to make any adjustment in either the contract sum or contract time in connection with any failure by Contractor to have complied with the requirements of this provision.
5. The exactness of grades, elevations, dimensions, or locations given on any drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the County.
6. Contractor will satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of Contractor's work with existing or other work, Contractor will verify at the project site all dimensions relating to such existing or other work. Any errors due to Contractor's failure to so verify all such grades, elevations, dimensions or locations shall be promptly rectified by Contractor without any additional cost to County.
7. Contractor warrants materials provided will be new and of good quality. Contractor further warrants that the services provided will comply with the requirements of this Agreement and will be free from defects.