

TABLE OF CONTENTS

Notice to Bidders	NB-1 - NB6
Bid Form	BF-1 - BF-4
Bid Bond	BB-1- BB-2
Notice of Award	NA-1- NA2
Notice to Proceed	NP-1
Release	RE-1
Affidavit	AF-1
Contract	CA-1 - CA-3
Performance Bond	PB-1 - PB-2
Payment Bond	PA-1 - PA-3
Statutory Bond	SB-1 - SB-2
Maintenance Bond	MB-1 - MB-2
Contractual Provisions Attachment	CP-1 - CP-6
Technical Specifications	TS - 1

NOTICE TO BIDDERS

SEALED BIDS will be received by Leavenworth County Kansas

(Herein called the OWNER), at: Leavenworth County Kansas
300 Walnut Street, Suite 106
Leavenworth, KS 66048

until **10:00 am** on **05/26/2022**. Said bids will be publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to: **Leavenworth County Clerk's Office, 300 Walnut Street, Suite 106, Leavenworth, KS 66048**

Each sealed envelope containing a BID must be plainly marked on the outside as:

"BID FOR: Leavenworth County Project: Fiber Optic Network Upgrades"

and the envelope should bear on the outside the name of the BIDDER, his address, his license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at **Leavenworth County Clerk's Office, 300 Walnut Street, Suite 106, Leavenworth, KS 66048**

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

Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, telephone number is 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL CONTRACT DOCUMENTS BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT IT HAS READ THE CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH AND THAT IT HAS VISITED THE SITE OF THE WORK TO FULLY INFORM ITSELF AS TO ALL THE EXISTING CONDITIONS AND LIMITATIONS AND SHALL INCLUDE IN ITS BID A SUM TO COVER COSTS OF ALL THE ITEMS OF THE WORK.

All bidders shall verify that they have considered all written addenda. Neither the County nor the Consulting Engineer shall be responsible for oral instructions.

Any written addenda issued during the time of bidding shall be covered and included in the Bid. There will be no clarifications or exceptions allowed on the Bid. Bids are for a total bid package, total contract price.

NOTICE TO BIDDERS (Continued)

Bids shall be made upon the form provided in ink or typewritten. Numbers shall be stated both in writing and in figures; the signature shall be long hand; and the complete form shall be without alteration or erasure. On alternate items for which a bid is not submitted, a written indication of "no bid" on the bid form is required.

No oral, emailed, facsimile or telephone bids or alterations will be considered.

The following items must be included in the sealed envelope with the bid:

- a. Bid
- b. 5% Bid Security- Bid Bond, Cashier's Check or Certified Check (see below)

Each bidder shall file with its bid a bid bond, a cashier' check or a certified check drawn on any acceptable bank, made payable to Leavenworth County, Kansas, in the amount if not less than five percent (5%) of the total bid, which shall be retained by Leavenworth County until a Contract for the project has been executed. Bid bonds will be returned to the unsuccessful bidders, with the exception of the second qualifying bidder, at such timed as their bids are rejected. The bid deposit of the successful bidder and the second qualifying bidder will be returned when satisfactory bonds in the amount equal to 100% of the Contract amount, required insurance certificates, and other required documents shall have been furnished and the Contract Documents have been executed.

In the event the successful bidder is unable to execute the Contract for whatever reason, the County may exercise its legal prerogatives, including, but not limited to, enforcement of its rights as to the bid security.

The County reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the bidder, received in the Leavenworth County Purchasing Office, prior to the time and date for bid opening; provided, however, that no bidder may withdraw its bid for a period of thirty (30) days from the date set for the opening thereof.

ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE COUNTY BECAUSE OF SUCH REJECTION, AND THE FILING OF ANY BID IN RESPONSE TO THIS INVITATION OF THE BIDDER TO THIS SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for 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 should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual AGREEMENT between the OWNER and the BIDDER.

NOTICE TO BIDDERS (Continued)

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

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

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

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

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

Attorneys-in-fact who sign PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

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

The OWNER within ten (10) days of receipt of the acceptable PERFORMANCE BOND, PAYMENT BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by WRITEN NOTICE withdraw his signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the AGREEMENT by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual AGREEMENT between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

NOTICE TO BIDDERS (Continued)

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

A conditional or qualified BID will not be accepted. Award will be made to the lowest responsible BIDDER.

Unbalanced proposals in which the prices for some items are out of proportion to the prices of other items will be considered sufficient for disqualification of BIDDER and the rejection of his proposal.

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

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

BASIS OF PAYMENT

1. General: Payment for work performed by the Contractor under these Contract Documents will be made at the unit price as shown in the Bid and measured as hereinafter specified. Such payment shall compensate the Contractor for all costs in connection with furnishing all labor, equipment, and material required and performing the operations necessary to complete the several items in accordance with the Drawings and other Contract Documents. All incidental work essential to the completion of the Project in a workmanlike manner, including cleanup and disposal of waste or surplus material, shall be accomplished by the Contractor without additional cost to the Owner.
2. Sales Tax Exemption: Materials and equipment incorporated into this Project are exempt from payment of sales tax under the laws of the State of Kansas.
 - a. Exemption Certificate: The Owner will provide the Contractor with a proper exemption certificate number within ten (10) days after the Contract date. The Contractor is not authorized to order any materials before the proper exemption certificate number is issued by the Department of Revenue, State of Kansas. If the Contractor becomes liable for any sales tax hereunder, the Owner assumes no liability therefore.
 - b. Use: Upon issuance of a proper exemption certificate number to the Contractor, he shall resume full responsibility for his own proper use of the number and shall pay all costs of any legally assessed penalties relating to his improper use of the exemption certificate number.

NOTICE TO BIDDERS (Continued)

- c. **Release:** Upon completion of the Project, the Contractor shall submit a "Sales Tax Exemption Project Completion Certificate" upon a form provided by the Engineer. Such Certificate must be filed with the Engineer in conjunction with submitting the Final Estimate for payment. Final Estimates shall not be paid until such Certificate has been completed and filed as provided herein.
3. **Unit Designations:** The designations for method of measurement of the various items of construction used in this Project, and as set forth in the Bid, shall be as follows:

AC	Designates measurement as			Acres
BF	“	“	“	Board Feet
CF	“	“	“	Cubic Feet
Cu. Yd.	“	“	“	Cubic Yards
Pc	“	“	“	Each or Pieces
Gal	“	“	“	Gallons
LS	“	“	“	Lump Sum
Lbs.	“	“	“	Pounds
Lin. Ft.	“	“	“	Lineal Foot
SF	“	“	“	Square Foot
Sq. Yd.	“	“	“	Square Yard

Further, the BIDDER agrees to abide by the requirements under Executive Order No.11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the CONTRACTUAL PROVISIONS ATTACHMENT.

The low Bidder shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

The ENGINEER is: Olsson, Inc.
7301 W 133rd Street
Overland Park, KS 66213

PRE-BID MEETING

A non-mandatory pre-bid meeting will be held on **05/05/2022 at 1:00 p.m.** at the Leavenworth County Courthouse, 300 Walnut Street, Leavenworth, KS, in the conference room located in the basement of the courthouse, west wing.

NOTICE TO BIDDERS (Continued)

BID DELIVERY

Bids may be delivered in hand to the County Courthouse or submitted by postal service.

BID OPENING

Bids will be opened **05/26/2022 at 10:00 a.m.** in the County's Clerk's Office at 300 Walnut Street, Leavenworth, KS.