

CITY OF EDWARDSVILLE, KANSAS
Instruction to Bidders

Each proposal shall be legibly written or printed in ink. No alteration in Proposals by erasures, interpolations, or otherwise will be accepted unless each such alteration is signed or initialed by the bidder; if initialed, the City may require the bidder to identify any alteration so initialed. No alteration in any Proposal shall be made by the person after the Proposal has been submitted by the bidder unless agreed to by the City. Any and all addenda to the Contract Documents on which a Proposal is based, property signed by the bidder, shall accompany the Proposal when submitted. ***All pages of the bid proposal must be initialed and returned. Failure to do so may disqualify the bidder.***

1. Each Proposal submitted shall be addressed to the Public Works Director, City Hall, 690 South 4th Street, Edwardsville, Kansas 66113. Proposals shall be delivered to the City on or before the time and date specified in the Invitation for Bids.
2. Each bidder shall carefully examine the Contract Documents, shall visit the site(s) and fully inform themselves of all conditions affecting the Work or the cost thereof, and shall be presumed to have done so and their bid shall be based upon their own conclusions from such examination.
3. No bidder may submit more than one Proposal. Two proposals under different names will not be received from one firm or association.
4. No bidder may withdraw his Proposal for a period of forty-five (45) days after the date and hour set for the opening of bids. A bidder may withdraw his Proposal at any time prior to such date and hour, by written request of the same person or persons who signed the Proposal.
5. The City reserves the right to accept the bid which, in its judgment is the lowest and best bid, to reject any or all bids, to award the Contract for the proposed Work and to waive irregularities or informalities in any bid submitted. Bidders may bid on all or part of the work. However, the City may give preference to a single bidder even if it results in a higher overall cost. A determination of the lowest, responsible bidder will include but not be limited to consideration of the following elements: (a) maintenance of a permanent, stable or reputable place of business; (b) reputation for and maintenance of adequate facilities and equipment necessary to perform the project work properly, expeditiously and in compliance with generally accepted standards for quality, skill and construction of similar projects in a workmanlike manner; (c) suitable and reputable financial status necessary to meet obligations incidental to performing work under the contract; and (d) appropriate technical experience. A determination of whether or not a bidder is responsible includes but is not limited to consideration of not only pecuniary ability to perform the project work, but also the skill, ability,

judgment, experience and integrity necessary to do faithful, conscientious work, and to fulfill the terms of the contract. The City shall have the right to take such steps as it deems necessary to determine the responsibility and ability of the bidder to perform project obligations and bidder shall furnish all such information and data for this purpose when requested. All bidders agree that such rejection shall be without liability on the part of the City, nor shall bidders seek recourse of any kind against the City because of such rejection.

6. The filing of any bid shall constitute an agreement of the bidder to the terms and conditions of these Instructions to bidders.
7. Bids received after the specified time of closing will be returned unopened.
8. No bid shall be based upon the aggregate of Subcontractors performing more than fifty percent (50%) of the total Work without the prior written consent of the City.
9. Each bidder shall sign the proposal using their usual signature and giving the full business address. Additionally, bidder shall initial each and every page of the bid including the Instruction to Bidders and Bid Specifications demonstrating their knowledge and acceptance of all bid terms and specifications.
10. Bidders must be able to fulfill all bonding and insurance requirements as specified in these Instructions to bidders unless modified by the **“Bid Specifications”**.
11. Each bid must be accompanied by bid security, payable to the City, of the amount stipulated in the Invitation to Bid. The required security shall be in the form of a certified or bank cashier’s check or a bid bond on the form prescribed by the AIA, Document A310, February 1970 edition, as amended [or on similar form attached]. Bid bond must be executed by a surety meeting the requirements set forth for “Surety Bonds” in these Instruction and other Contract Documents. Bid security of the successful bidder will be retained until he has executed the agreement, furnished the required work schedule which has been approved by the City, and furnished the required surety bonds and evidence of required insurance coverage as set forth in the Contract Documents, whereupon bid security will be returned. If the successful bidder fails to execute the Agreement, furnish the required work schedule which has been approved by the City, and furnish the surety bonds and evidence of the required insurance coverage within fifteen (15) days after the date of Notice of Award, City may rescind the Notice of Award, and the bid security of that bidder will be forfeited to City. The bid security of any bidder who City believes to have a reasonable chance of receiving the award may be retained by City until the earlier of ten (10) days after the execution of the Agreement and the surety bonds, approved work schedule and evidence of insurance are furnished as herein required, or the 46th day after the Bid opening. Bid security of other bidders will be returned within ten (10) days after the Bid opening.

12. The contractor will be required to inform themselves concerning, and comply with, all applicable laws of each and every jurisdiction having authority over any aspect of the proposed Work, including but not limited to, required State labor regulations regarding Equal Employment Opportunity, Non-segregated Facilities, Minimum Wage Rates, and Affirmative Action requirements and the provisions of K.S.A. 44-1030.
13. If the successful bidder is a corporation or a limited liability company organized outside of the State of Kansas, it will be necessary to qualify with the Secretary of the State of Kansas to do business within the state (K.S.A. 17-301 to 17-7308 as to corporations, and K.S.A. 17-76, 121-17-76,127 as to limited liability companies). Nonresident individuals, partnerships, corporations, and limited liability companies not already registered with the Secretary of State are required to register with the Director of Revenue, to file a bond to assure payment of taxes, and to pay a required fee for each contract or subcontract which exceeds \$10,000 (K.S.A. 79-1008 to 79-1014).

Contractors who are not residents of the State of Kansas are required to appoint an agent for service for process who is a resident of the county in which the Work is to be performed. It is unlawful for any payment to be made until the appointment of a local agent has been filed with the clerk of the district court (K.S.A. 16-113).

Pursuant to K.S.A. 75-3740a, the State of Kansas has established a reciprocal bidding preference law. To be considered the successful low bidder over a resident Kansas bidder, a nonresident bidder must submit a bid at least as low, on a percentage basis, as would be required of a resident Kansas bidder to succeed over the nonresident bidder in the nonresident bidder's home state.

14. The City Manager is the duly appointed representative of the City of Edwardsville, Kansas, 690 South 4th Street, Edwardsville, Kansas 66113; Telephone (913) 441-3707.
15. The Notice to Proceed shall be issued to the successful bidder within ten (10) days after all the following has occurred: the Agreement has been executed, the required work schedule has been approved by the City, and the required surety bonds and evidence of the required insurance coverage have been furnished to the City. Should there be any reason why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the City and the successful bidder.
16. Each bidder shall submit work bids which shall include all costs associated with the proposed Work, including but not limited to, all taxes and permit fees which the bidder will be required to pay.

17. The bidder to whom a contract is awarded will be required to furnish bonds as follows:
 - A. A Performance Bond to the City, in an amount equal to one hundred (100) percent of the Contract Price.
 - B. A Payment Bond to the City in an amount equal to one hundred (100) percent of the Contract Price, which shall be construed as a statutory bond pursuant to K.S.A. 60-1111.
 - C. A Bid Bond in the amount of 5% of the total project will be required.

The bonds shall be executed on the forms included in the Contract Documents by a surety company authorized to do business in the State of Kansas and acceptable as Surety to the City. For purposes of obtaining the required bonds, the "Contract Price" shall mean the total contract price proposed by the successful bidder.

The Payment Bond shall be subject to the approval of the clerk of the district court of the county in which the public improvements are to be made and shall be filed in the office of said clerk.

Accompanying each of the bonds shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the dates of the bonds.

18. The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as more particularly set forth in the Bid Specifications and/or Contract Documents.
19. The City will apply for sales and use tax exemption for the project. If any bidder includes sales and use tax in its bid, that shall be a separate line item, and subject to deduction from the Contract Price if and to the extent such exemption is obtained.