

NOTICE TO BIDDERS

The Leavenworth County Clerk, 300 Walnut Street, Suite 106, Leavenworth, Kansas 66048, will receive sealed bids, until 10:30 a.m. local time on **FRIDAY August 25, 2017**, at which time and place the bids will be publicly opened and read aloud for the following:

1. Justice Center Water Softener FOR LEAVENWORTH COUNTY

Bids shall be submitted in a sealed envelope with the name of the bidder and “Justice Center Water Softener” clearly written on the envelope, and addressed to the Leavenworth County Clerk, 300 Walnut St, Suite 106, Leavenworth, Kansas 66048. Any Bids received after the 10:30 a.m. Friday, August 25, 2017 shall be returned unopened. All bids submitted shall be deemed a valid offer for not less than 30 days after the submission deadline. A pre-bid conference is scheduled for 9:00 a.m. on August 16, 2017. The pre-bid conference will be held at the Leavenworth County Justice Center, 601 South 3rd Street, Leavenworth, KS.

Bid specifications can be viewed on the County’s website www.leavenworthcounty.org and can be picked up at the Public Works Office located in the lower level of the Leavenworth County Courthouse, 300 Walnut St, Suite 007, Leavenworth, Kansas 66048. Any questions, please feel free to contact Trevor Huhn at 913-684-0468. A copy of the specification is also on file at the office of the County Clerk of Leavenworth, Kansas, and is open for the public inspection.

Leavenworth County, Kansas is an equal opportunity employer. Small, minority, disadvantaged or women owned businesses are encouraged to submit bids.

The Governing Body, of the County of Leavenworth, Kansas, reserves the right to reject any or all bids, and to waive any non-conformity in any submitted bid.

Janet Klasinski, County Clerk
Courthouse, 300 Walnut St, Suite 106
Leavenworth, Kansas 66048
(913) 684-0421

Leavenworth County Department of Public Works
300 Walnut Street, Suite 7
Leavenworth, KS 66048

Dave Lutgen, Director of Public Works

Trevor Huhn, Buildings & Grounds

Justice Center Water Softener Replacement

1. **SCOPE OF SERVICES:**
 - a. Furnish and install a water softener to service the domestic hot water system in the building.
 - b. Unit to be rated for 141 gallons per minute
 - c. Unit to regenerate on volume of water used, not timed
 - d. Provide brine tank and first fill of salt
 - e. Unit to be non-electric
 - f. Units to be located west of the existing boilers in the mechanical room
 - g. Cut three valve by-pass into cold water supply to domestic hot water heaters
 - h. All piping to be Type L copper with Viega Pro-press fittings.
 - i. New pipe to be 3" from by-pass to softener
 - j. All hangers to be typical auto-grips with all thread attached to existing structure or Unistrut added as needed
 - k. Insulate all new piping with all service jacket fiberglass insulation and plastic fitting covers to match existing
 - l. Install drain lines from softener around boiler housekeeping pad to drain between boilers.
 - m. No water or drain lines to be located in walk ways
 - n. Warranty to be 1-year labor and 7-year parts
2. **INVOICING:** The Contractor shall invoice no later than the third Monday of each month for the services performed during the previous month. Submit invoice to the Public Works Department, 300 Walnut Street Suite 007 Leavenworth, Kansas 66048 to the attention of Teresa Wilson.
3. **EMPLOYEES OF THE CONTRACTOR:** Employees of the Contractor assigned to perform this contract shall be subject to dismissal from the premises upon determination by the Deputy Director of Buildings and Grounds that such action is in the best interest of the County. Employees of the contractor are subject to employment eligibility verification, see attached form.
4. **INTERFERENCE WITH BUSINESS:** The Contractor shall schedule his work in coordination with the County so as to cause a minimum interference with business of the County.
5. **ACCIDENT PREVENTION AND SAFETY REQUIREMENTS:** The Contractor shall comply with all pertinent provisions of the Occupational Safety & Health Act (OSHA) requirements as may be amended. The Contractor shall take or cause to be taken such additional measures as the Deputy Director of Buildings and Grounds or his agent may determine to be reasonably necessary for the purpose of safety.

6. HOLD HARMLESS: The contractor agrees to protect, defend, indemnify and hold the County Commission, its officers, employees, and agents free and harmless from and against any and all claims, of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the contractor.
7. ANTI-DISCRIMINATION CLAUSE: No respondent to this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
8. INSURANCE: The contractor shall be required to maintain and carry in force for the duration of the contract, insurance coverage of the type and minimum liability limits as set forth below:

- a. *Professional Liability Insurance*
\$1,000,000.00 per occurrence and as an annual aggregate.

The contractor shall maintain the full limit of coverage as stated above for one year after substantial completion of any project resulting from this request for proposals.

- b. *Comprehensive General Liability*
\$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damages.

Policy will include:

- Premises and Operations
- Broad Form Contractual
- Personal Injury with employee exclusion deleted
- Products/Completed Operations
- Broad Form Property Damage
- Independent Contractors
- Operation of Motor Vehicles

- c. *Workman's Compensation and Employer's Liability*
Contractor shall at all times maintain, and be responsible for Workman's Compensation insurance for all employees of the Contractor.

Before entering into a contract, the successful respondent shall furnish to the Chief of Buildings and Grounds a Certificate of Insurance verifying such coverage and identifying the County Commission, County of Leavenworth, Kansas, its officers, commissions, agents and employees as additional insured as pertains to the contract. This inclusion shall not make the County a partner or joint venture with the contractor in its operations hereunder.

The County Commission, County of Leavenworth, Kansas, its officers, commissions, agents and employees shall be named as additional insured as respects: liability arising

out of acts performed by or on behalf of the contractor; projects and completed operations of the contractor, premise owned, leased or used by the contractor; or automobiles, leased, hired or borrowed by the contractor.

The certificate holder on the Certificate of Insurance shall be as follows:

Board of Leavenworth County Commissioners
Leavenworth, Kansas
c/o County Clerk
Courthouse, 300 Walnut Street
Leavenworth, Kansas 66048

Prior to any material change or cancellation, the County Commission, County of Leavenworth, Kansas, its officers, commissions, agents and employees will be given thirty (30) days advanced written notice by registered mail to the stated address of the certificate holder. Further, the County Commission, of Leavenworth Kansas, its officers, commissions, agents and employees will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 25% of the aggregate limits.

In the event of an occurrence, it is further agreed that any insurance maintained by the County Commission, County of Leavenworth, Kansas, its officers, commissions, agents and employees shall apply in excess of and not contributed with insurance provided by policies named in this contract.

9. IMMIGRATION LAW COMPLIANCE: Leavenworth County is committed to employing only United States citizens or those who have valid permits to work in the United States. Leavenworth County does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, all contractors and their employees must complete the Certification Regarding Immigration Reform & Control.
10. BOND REQUIREMENTS: The contractor shall submit a surety bid bond or cashier's check in the amount of 5% of their bid. Said bond shall be issued by a firm licensed and authorized to issue such bonds in the State of Kansas and in a form acceptable to the County. A performance bond will need to be submitted by the successful bidder prior to receiving the Notice to Proceed.
11. PRE-BID MEETING: There will be a pre-bid conference held at the Leavenworth County Justice Center, 601 S. Third Street, Leavenworth, KS on **Wednesday, August 16, 2017 beginning at 9:00 a.m.**
12. SUBMITTAL REQUIREMENTS: The contractor shall submit a signed bid form, Certification Regarding Immigration Reform & Control, surety bid bond, and proof of insurance in a sealed envelope titled "Justice Center Water Softener". The sealed bids are

due to Ms. Janet Klasinski, Leavenworth County Clerk, 300 Walnut Street, Suite 106,
Leavenworth, Kansas 66048 by **10:30 a.m. on Friday August 25, 2017.**

**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that the contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the County's opinion, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the County, Contractor will comply with all applicable federal and state laws standards, orders and regulation affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the County's request, Contractor is expected to produce to the County any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the service under this contract.

Signature, Title of Contractor

Date

**Leavenworth County Public Works Department
300 walnut Street, Suite 7
Leavenworth, Kansas 66048**

Bid Form

The sealed bids are due to Ms. Janet Klasinski, Leavenworth County Clerk, 300 Walnut Street, Suite 106, Leavenworth, Kansas 66048 by 10:30 a.m. on Friday August 25, 2017

Cost for Water Softener \$ _____

Brand of Water Softener _____

Your Name: _____

Your Company Name: _____

Your Company Address: _____

Signature: _____ Date: _____

The Leavenworth Board of County Commissioners reserve the right to reject any and all bids and to waive any nonconformity in any submitted bid. The BOCC may accept any bid they fell is in the best interest of Leavenworth County