

**NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING
FOR CONSTRUCTION OF
FIBER-TO-THE-PREMISE DISTRIBUTION and DROP
NETWORK in BREMER COUNTY, IA**



Waverly
Utilities

WAVERLY, IOWA

January 2023

Project No. WCU2023-1

**CONSTRUCTION OF
FIBER-TO-THE-PREMISE
FEEDER/DISTRIBUTION/DROP NETWORK

WAVERLY COMMUNICATIONS UTILITY
WAVERLY, IOWA**

Contact persons for this project are as follows

Owner's Representative:

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Waverly Utilities
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Waverly, IA 50677
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Engineer:

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**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING
Fiber to the Premise Feeder/Distribution Network
Waverly Communications Utility, Waverly, Iowa**

Notice is hereby given that sealed bids for the work comprising the improvements as stated below must be filed with Waverly Communications Utility, Waverly, Iowa, at 1002 Adams Parkway, Waverly, IA 50677 before 1:00 PM, on February 10, 2023. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be publicly opened, read, and tabulated by the Telecom Director of Waverly Communications Utility at 1:00 P.M. on Friday, February 10, 2023, in the Board Room at 1002 Adams Parkway, Waverly, IA 50677. Bids will be considered by the Board of Trustees of the Waverly Communications Utility on Tuesday, February 14, 2023, at its meeting at 1:00 P.M. The Board of Trustees may award a Contract at said meeting, or at such other time and place as shall then be announced.

Notice is hereby given that the Board of Trustees of the Waverly Communications Utility will conduct a public hearing on the plans, specifications, form of contract, and estimated total cost for the Fiber to the Premise Feeder/Distribution/Drop Network project. The public hearing will be held on February 14, 2023, in the Board Room at 1002 Adams Parkway, Waverly, Iowa.

General Nature of the Public Improvement

The construction of a Fiber-To-The-Premise Feeder/Distribution/Drop Network in Bremer County, IA.

This project is supported by federal funds made available through the American Rescue Plan Act and the State of Iowa, acting by and through the Office of the Chief Information Officer (OCIO). Sixty percent of the total cost of the Project will be financed with federal or state funds. Federal funds for the project which includes material and labor are projected to be \$1,443,648.85

Complete digital project bidding documents are available for download at waverlyutilities.com.

Paper copies of the Contract Documents are available from the Waverly Communications Utility at 1002 Adams Pkwy, Waverly IA 50677 ADDRESS, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call (319) 559-2000 in advance to reserve a paper copy.

It is the bidder's responsibility to check the web site for any addendum that may be posted regarding this Project. Each addendum will contain an acknowledgement form that must be completed and submitted with your bid submittal. Failure to acknowledge each issued addendum will result in the disqualification of your bid.

Each bid must contain either (1) a cashier's check or draft or check certified and drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States or a certified share

draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to 10 percent (10%) of the amount of the Bid; or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in an amount not less than ten percent (10%) of the amount of the Bid. The bid security shall be made payable to the Waverly Communications Utility. The bid security must not contain conditions either in the body or as an endorsement thereon. Such bid security shall be forfeited to Waverly Communications Utility as liquidated damages in the event the successful contractor fails to or refuses to enter a contract or post satisfactory Performance and Payment Bonds within fifteen (15) days after the award of the contract.

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the Board of Trustees of the Waverly Communications Utility and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the Waverly Communications Utility from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of four (4) years from and after acceptance of the Contract.

Payment to the Contractor for said construction will be made from cash on hand or such other funds that legally may be used or obtained for such purposes. Approved Invoices will be paid monthly by the Waverly Communications Utility to the Contractor in accordance with the following schedule:

Ninety-five percent (95%) upon certification of units completed; five percent (5%) retainage shall be released thirty-one days after final completion and acceptance of the Project.

The construction shall commence on or before May 01, 2023, and must be substantially completed by July 01, 2024, and finally completed by December 31, 2024. **Waverly Communication Utility will provide material for the construction project. A delay in the commencement date could occur depending on material availability.**

By virtue of statutory authority, a preference will be given to products and provisioned within the State of Iowa. In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the Proposal may result in the Proposal being deemed nonresponsive and rejected.

The Waverly Communications Utility reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period. Waverly Communications Utility also reserves the right to waive irregularities, reject any or all bids, and enter into such contract as it shall be deemed in the best interest of the Utilities.

Dated this January 03, 2023

WAVERLY COMMUNICATIONS UTILITY
WAVERLY, IOWA

By /s/ Jeff Magsamen

Jeff Magsamen
Director, Telecom

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The following documents are required as part of the bidding documents for the Construction of the Fiber to the Premise Feeder/Distribution Network in Waverly, IA.

1. Instructions to Bidders
2. Bid Form
3. Bid Bond Form
4. Bidder Status Form
5. Performance, Payment and Maintenance Bond
6. Agreement
7. Engineer Certification Form
8. General Conditions
9. Supplementary Conditions
10. Technical Specifications
11. Design and Engineering Documents

Construction of FttP Feeder Distribution and Drop Network Instructions to Bidders January 2023

1.1 Network Background

Waverly Communications Utility is requesting proposals from Contractors (Contractor) to extend a fiber optic communications network (Network) that will act as the feeder/distribution/drop network providing advanced telecom services to businesses, homes, and community institutions within the Service Area. Waverly Communications Utility and the Professional Engineer has already completed the design and engineering and expects contractors to use this as the basis for their bids.

The Contractor (entity who submits a bid directly to the Waverly Communications Utility) will bear all labor costs for the Network construction.

Waverly Communications staff and the Engineer (entity who designs and engineers the Network) will provide all the design, engineering, specifications, and cost estimates for the project.

1.2 Nature of Entities Issuing Solicitation

This solicitation is issued by Waverly Communications Utility.

1.3 Overview

The project will include a Network fiber construction to serve customers in rural Bremer County, IA. A single contract will be awarded to the lowest responsive, responsible bidder.

1.3.1 Bid Item 1: Fiber-to-the-Premise Feeder/Distribution Network Project in Bremer County, Iowa.

Waverly Communications Utility seeks a Contractor to construct the necessary components to complete the high-speed communications Network within the Service Area and prepare it to deliver retail FttP services. The system shall be a fully operational high-speed communications network supporting Internet Protocol technology and allowing users' access to and from the Internet and access to other telecommunications services such as voice and video. The project includes the construction of a FttP feeder/distribution and drop network which will support XGS-PON/GPON/AE technologies which will be utilized to deliver best-effort and guaranteed services to its customers within the expanded Waverly Communications Utility service areas. The Passive Optical Network (PON) platform will utilize 1x32 splitters for best-effort services. Existing fiber routes owned and operated by Waverly Utilities will be utilized to interconnect to a fiber ring topology.

Waverly Communications Utility is seeking bids for the construction of the Network by qualified contractors. This Network will be an extension of the Waverly Utilities existing high-speed fiber

network for use by the residents and businesses in the Service Area. The objectives are to establish a Network that:

1. Will function as the feeder/distribution network for a Fiber-to-the-Premise (FttP) build out initially capable of offering a 10 Gbps infrastructure to support retail broadband services. The network must support high-speed data, high quality voice and video services.
2. Supports FttP network architecture, conduit to the premise is part of the bidding documents
3. Covers 100% of homes and businesses in the Service Area as depicted in the conceptual design
4. Promotes the long term economic and community interests of Waverly Communications Utility and end users

1.4 Assets, Facilities, Services to be Contributed by the Waverly Communications Utility

Waverly Communications Utility will provide Contractor with access to the assets, services, and infrastructure of Waverly Communications Utility to the extent they are available and are needed for construction of the feeder/distribution/drop Network. Infrastructure may include, but not necessarily limited to, conduit, fiber, substations, rack space, nodes, buildings, facilities, central office or switch locations, available land, and other assets and services identified below.

Waverly Communications Utility will use its best efforts to make such assets, services, and facilities available to Contractor upon request. In certain cases, identified in the appropriate Schedule, access to fiber, conduit, rights of way or other assets identified may be conditioned on or require approval from lessors or other third parties. In such situations, Waverly Communications Utility will work with the Contractor in an attempt to obtain any necessary approvals but cannot guarantee their receipt.

1.4.1 Fiber

Waverly Communications Utility will provide Contractor with access to the existing optical fibers owned or leased by the Waverly Communications Utility. Waverly Communications Utility will purchase and provide all the fiber for the project.

1.4.2 Conduit

Waverly Communications Utility will provide Contractor with access to the existing conduit owned or leased by Waverly Communications Utility. Waverly Communications Utility will purchase and provide all the conduit for the project

1.4.3 Rights of Way

Construction and the installation of Network components in the Waverly Communications Utility rights of way will be subject to any Bremer County requirements, agreement and engineering permits issued by Waverly Communications Utility. Subject to existing rights-of-way and easements, the Waverly Communications Utility will allow Contractor to have access to necessary rights-of-way on property owned by Waverly Communications Utility and property on which it has an easement. Such access will be provided during regular business hours for non-emergency work and 24x7 for emergency work. This access includes permission to perform construction work on

the Waverly Communications Utility property, including construction in the streets as needed for the Network.

Waverly Communications Utility will also cooperate with the Contractor in efforts to allow the Contractor to gain access to rights-of-way owned or controlled by third parties within the Service Area.

1.4.9 Other Assets, Facilities, Services

Waverly Communications Utility will provide Contractor with access to other assets and services that are owned or controlled by the Waverly Communications Utility that will assist in lowering the overall risk and cost by reducing the construction schedule. These include:

- Access to AutoCAD data, street maps, maps of terrain, GPS coordinates, and existing design and engineering drawings.

1.5 Regulatory and Other Forms of Assistance to be provided by Waverly Communications Utility will provide Contractor with access to:

- Assistance from the Waverly Communications Utility employees, contractors, engineers, and consultants as needed to answer questions concerning the project.
- A single point of contact ("SPOC") for Contractor, will be Responsible for addressing all issues related to the Network, providing coordination across the Waverly Communications Utility departments, ensuring the full cooperation of all Waverly Communications Utility departments with respect to relevant issues on the Network and serving as a communication and troubleshooting resource for Contractor.

1.5.1 Permitting

Waverly Communications Utility will provide the permitting for the project which is being performed by Waverly Communications Utility and the Engineer, FARR Technologies. Contractor should work with Waverly Communications Utility and the Engineer to make certain all permits necessary for construction work within the Waverly Communications Utility's rights-of-way and in connection with the Waverly Communications Utility's assets or infrastructure are in place before proceeding.

1.5.2 Expedited Inspection

Waverly Communications Utility will provide Contractor with a dedicated inspection team for inspection of all work performed on the Network.

1.6 Relationship between Contractor, Waverly Communications Utility and Engineer

The "Contractor" will be an independent contractor that provides all construction services to complete the construction of the distribution/feeder network as outlined in this solicitation.

Waverly Communications Utility Sr. Network Engineer and Outside Plant Supervisor along with the Engineer from FARR Technologies, LLC performed the design and engineering for this project and will be called "Engineer" and is to act as the Waverly Communications Utility representative, assume all duties

and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Waverly Communications Utility will own the Network.

1.7 Availability of the Contract Documents and Amendments

Adobe Acrobat (PDF) versions of the bidding documents and all associated documents (Contract Documents) are available on the Waverly Utilities website: waverlyutilities.com

Amendments or Addenda to the Contract Documents will be posted on the Waverly Utilities web site. Any amendments supersede prior provisions and are effective upon posting on the project website, and each potential contractor is responsible for checking the website to learn of any amendments. Complete sets of bidding documents must be used in preparing bids, neither owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete or unauthorized sets of bidding documents.

Paper copies of the Contract Documents are available from the Waverly Communications Utility at 1002 Adams Pkwy, Waverly IA 50677, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call (319) 559-2000 in advance to reserve a paper copy.

1.8 Contractor Qualifications

- The apparent lowest Bidder will be asked to provide the following information regarding its ability to successfully perform the work:
 - Financial Stability – Contractor shall submit its two most recent annual financial statements in order to permit analysis of its financial resources. If Contractor is part of a team, the two most recent annual financial statements for each team member should be submitted. In addition, each Contractor or team shall provide a bond in the amount of the bid to guarantee satisfactory completion of the project. Appropriate insurance shall also be provided by Contractor and any subcontractors per Article 6 of the General Conditions
 - References – Contractor must supply at least three (3) references from other projects of similar scope that were complete within the last five (5) years. References documenting experience working with public sector organizations in Iowa are preferred.
 - Contractor must be licensed by the State of Iowa.
 - Staff Technical and Managerial Experience – include a statement of experience and resumes of the project team, including the project manager and other key personnel who will be assigned to this project. Also include a list of any known or anticipated subcontractors along with their roles and responsibilities.
- All Bidders must provide Assurance of Compliance Nondiscrimination in Federally Assisted Programs & Equal Opportunity. This certification requires Grantee to comply with any applicable federal nondiscrimination requirements or laws providing for or requiring equal opportunity in employment. Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3

C.F.R. part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” To the extent required by these Applicable Laws, Grantee certifies during the performance of this Agreement that:

1.9 Examination of Bidding Documents

It is the responsibility of each contractor before submitting bids to:

- examine and carefully study the contract documents and all data submitted including Addenda
- visit the site and become familiar with and be satisfied as to the general, local and site conditions that may affect cost, progress and performance of the work
- become familiar with and be satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the work
- consider the information know to contractor; information commonly known to contractors doing business in this location; information and observations obtained from visits to the site; the bidding documents; and the site related reports and drawings identified in the bidding documents, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the work; and the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the bidding documents; and contractors safety programs
- agree at the time of submitting its bid that no further examinations, investigations, explorations, test, studies, or data are necessary for the determination of its bid for performance of the work at the prices bid and within the times required and in accordance with the other terms and conditions of the bidding documents
- become aware of the general nature of the work to be performed by the Waverly Communications Utility and others at the site that relates to the work as indicated in the bidding documents
- promptly give Waverly Communications Utility written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor discovers in the bidding documents and confirm that the written resolution thereof by the Waverly Communications Utility is acceptable to Contractor; and
- determine that the bidding documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work

The submission of a bid will constitute an incontrovertible representation by Contractor that Contractor has complied with every requirement of this article, that without exception the bid is premised upon performing and furnishing the work required by the bidding documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the bidding documents, that contractor has given Waverly Communications Utility written notice of all conflicts, errors, ambiguities, and discrepancies that contractor has discovered in the bidding documents and the written resolutions thereof by Waverly Communications Utility are acceptable to contractor and

that the bidding documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

1.10 Paving Restoration

Contractor is responsible for all paving restoration. The paving restoration must be completed as soon as possible after the cuts are made and to match the existing pavement construction as required by the City of Waverly.

1.11 Underground Facilities

Contractor is responsible for all staking, locating and avoidance of underground facilities as a part of the Work as required by the bidding documents and Contract Agreement. All design and engineering documents will be provided to the Contractor for completion of the Work.

1.11 Hazardous Conditions

Any reports or drawings known to Waverly Communications Utility that identify Hazardous Environmental Conditions at the site will be identified in bid documents and be made available to the Contractor on their request. Contractor is responsible for any interpretation or conclusion Contractor draws from any technical data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

1.12 Questions about the bidding documents

The primary contact for the Waverly Communications Utility project team is Jeff Magsamen. All general correspondence and any questions about the bidding documents must be submitted in writing to jmagsamen@waverlyutilities.com. The Waverly Communications Utility project team will not entertain oral contacts regarding the bidding documents. The last date for questions will be 5:00 pm Central Time on January 20, 2023. All questions will be public and released on the Waverly Utilities web site with an answer as expeditiously as possible by 5:00 PM on Wednesday, January 25, 2023. The identity of the person posing the question will not be disclosed. Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed necessary by the Waverly Communications Utility.

1.13 Additional Material

Contractors are required to review any additional materials, addendums and updates that may be provided at the project website noted above prior to submitting their proposals.

1.14 Bid Format and Certification

Contractors shall respond to each item at the level of detail at which each is presented. Bids not conforming to the proper format or failure to respond to any required items may result in a contractor's disqualification and/or rejection of the Bid. Where the Contractor is requested to supply information, include that information in the body of the proposal, or reference the attachment where it is included. Bid submittals must include the bid, list of proposed subcontractors, list of proposed suppliers, list of project references, a construction schedule, and the required bid security.

- A bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- A bid by a partnership shall be executed in the partnership name and signed by a partner, accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- A bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
- A bid by an individual shall show the Contractor's name and official address.
- All names shall be typed or printed in ink below the signatures.
- The bid shall include an acknowledgement of receipt of all Addenda, the numbers which shall be filled in on the Bid Form.
- Postal and e-mail address and telephone number for communications regarding the bid documents shall be shown.
- The bid shall contain evidence of the Contractor's authority and qualification to do business in the state of Iowa and covenant to obtain such qualification prior to the award of the Contract. Contractor's state contractor license number shall be shown on the Bid Form.

1.15 Bid Security

Each bid must be accompanied by bid security made payable to Waverly Light and Power in an amount of ten percent (10%) of the contractor's bid in the form of a cashier's check or draft or check certified and drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, or a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa and meeting the requirements of the General Conditions Article 6.01.

The bid security of the successful Contractor will be retained until such bidder has executed the contract documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the bid security will be returned. If the successful Contractor fails to execute and deliver the contract documents and furnish the required contract security within 15 days after the Notice of Award, Waverly Communications Utility may consider Contractor to be in default, annul the Notice of Award, and the bid security of that Contractor will be forfeited. Such forfeiture shall be Waverly Communications Utility's exclusive remedy if Contractor defaults. The bid security of other Contractors whom the Waverly Communications Utility believes to have a reasonable chance of receiving the award may be retained by Waverly Communications Utility until the earlier of 7 days after the effective date of the agreement or 61 days after the bid opening, whereupon bid security furnished by such Contractors will be released on request.

The bid security of other Contractors whom the Waverly Communications Utility believes do not have a reasonable chance of receiving the award will be released within 30 days after the bid opening.

1.16 Contract Security and Insurance

Article 6 of the General Conditions and the supplementary conditions sets forth the Waverly Communications Utility's requirements for payment and performance bonds and insurance. When the successful Contractor delivers the executed Agreement to Waverly Communications Utility, the bonds shall accompany the agreement.

1.17 Taxes

Waverly Communications Utility is a taxable entity, all bids must include applicable sales tax.

1.18 Project Calendar

Anticipated Event Dates:

- Notice to Bidders posted: January 03, 2023
- Bidder Questions Submitted by: January 20, 2023
- Bidder Questions Answered by: January 25, 2023
- Bids Due: Before 1:00 P.M. on February 10, 2023
- Public Hearing and potential Contract award by Board of Trustees – 1:00 P.M. February 14, 2023
- Award and Letter of Intent for Contract anticipated by March 14, 2023
- Contract finalized no later than: March 14, 2023
- Contractor begins work no later than: May 01, 2023
- First progress report due: July 01, 2023
- Substantial Completion date: July 01, 2024
- Project Completion date: December 31, 2024

1.19 Bid Due Date and Submission

The bids are due before 1:00 PM CST on February 10, 2023 and shall be enclosed in a plainly marked package with the Project title, the name and address of the Contractor and shall be accompanied by the bid security and other required documents. The sealed envelope containing the bid shall be enclosed in a separate package plainly marked on the outside with "Bid Enclosed." Bids received after the deadline will not be considered. Two (2) hard copies of the Bid form shall be submitted. Electronic submittals and faxed proposals will not be accepted. Contractors assume the risk of the methods of dispatch or delivery chosen.

A bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a bid must be executed and delivered to the place where bids are to be received prior to the time for opening the bids.

1.20 Bid Opening and Evaluation

Bids will be opened at the time and place indicated in the Notice to Bidders and read aloud publicly. The base bids and major alternatives, if any, will be made available to Contractors after opening of the bids.

- Waverly Communications Utility reserves the right to reject any or all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. Waverly Communications Utility further reserves the right to reject the bid of any Contractor whom it finds,

after reasonable inquiry and evaluation, to not be responsible. Waverly Communications Utility may also reject any bid of any Contractor if Waverly Communications Utility believes that it would not be in the best interest of the Utility to make an award to that Contractor. Waverly Communications Utility reserves the right to waive all informalities not involving price, time or changes in the Work.

- More than one bid for the same Work from an individual or entity under the same name or different names will not be considered. Reasonable ground for believing that any Contractor has an interest in more than one bid for the Work may be cause for disqualification of the Contractor and rejection of the bids in which the Contractor has an interest.
- In evaluating the bids, Waverly Communications Utility will consider whether or not the bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to Notice of Award.
- In evaluation of the Contractor, Waverly Communications Utility will consider the qualifications of the Contractor, Subcontractors, suppliers and other individuals or entities proposed for those portions of the Work for which the identity has been submitted.
- If the contract is to be awarded, Waverly Communications Utility will award the contract to the lowest responsive, responsible Contractor whose bid is in the best interest of the Utility.

Contractors shall submit a bid on a unit price basis for each item of Work listed in the bid form. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

1.21 Commencement of Work

The submission of a Bid, and the subsequent evaluation of that Bid by Waverly Communications Utility, does not constitute a contract or any type of agreement between Waverly Communications Utility and any Contractor for the commencement of work or the performance of any obligation. Only a written contract with Waverly Communications Utility will authorize the commencement of work or obligate Waverly Communications Utility on this project.

1.22 Use of Subcontractors

Contractors may use subcontractors to fulfill any obligations in connection with the project. Contractors shall submit a list of subcontractors to be used for the project with the bid submittal. Waverly Communications Utility must approve all subcontractors prior to work being performed according to the Bidding Documents and Agreement. Waverly Communications Utility does not have a preapproved list of subcontractors. Use of subcontractors shall be subject to all applicable state and federal laws. A Contractor shall remain liable for fulfilling all its obligations on the project, and for any claims or damages arising from the subcontractor's work.

If Waverly Communications Utility has reasonable objection to any proposed Subcontractor, Supplier, individual or entity, Waverly Communications Utility may, before the Notice of Award is given, request apparent successful Contractor to submit a substitute, without an increase in the Bid price. If apparent successful bidder declines to make any such substitution, Waverly Communications Utility may award the

contract to the next lowest responsive, responsible bidder that proposed to use acceptable Subcontractors, Suppliers, individuals or entities.

1.23 Miscellaneous Provisions

1.23.1 Bid Preparation Costs

Responding Contractors are responsible for all expenses they incur in preparing and submitting a Bid or in contract negotiations with Waverly Communications Utility. Even if it elects to reject all proposals, Waverly Communications Utility will not be liable for any costs or damages incurred by any Contractor in preparing and submitting a Bid.

1.23.2 Applicable Statutes

Waverly Communications Utility is a public entity. As a Result, the Project is subject to a variety of public procurement requirements, including but not limited to federal and state records disclosure statutes. Contractor is responsible for knowing all applicable federal, state, and local laws and regulations and complying therewith.

1.23.3 Errors and Omission in a Bid

The responding Contractor is responsible for all errors and omissions in its Bid.

1.23.4 Errors and Omission in the Bid

If Waverly Communications Utility becomes aware of an error or omission in the Bidding Documents, it will post a notice on the website. If it discovers an error or omission after the Bids are submitted, it may (in its discretion) proceed or reissue the Bidding Documents. Even if it elects to rebid the Project, Waverly Communications Utility will not be liable for any costs or damages incurred by any Contractor in preparing and submitting the original Bid.

1.23.5 Acceptance of Bidding Document Content

By submitting a proposal, a Contractor certifies that it has read, understood, and agreed to all requirements, terms, and conditions in the Bidding Documents, including any and all attachments, exhibits, and appendices. A Contractor may withdraw its proposal prior to the Bid deadline.

1.23.6 Ownership and Confidentiality of Proposals

Waverly Communications Utility will not pay for any information requested herein and all Bids submitted become the property of Waverly Communications Utility. Bids will not be returned and may be subject to disclosure pursuant to law including federal, state, and local statutes.

1.24 Signing of Agreement

When owner issues a Notice of Award, it will be accompanied by the required number of unsigned counterparts of the agreement along with the other contract documents which are identified in the agreement. Within 15 days thereafter, successful Contractor shall sign and deliver to Waverly Communications Utility the required number of counterparts of the agreement and attached documents to Waverly Communications Utility. Waverly Communications Utility will then deliver one fully executed counterpart to the successful contractor with a complete set of drawings.