

## **INVITATION TO BID**

# FY22 Microsoft Enterprise Agreement Rev 2

## **ISSUED**

January 24, 2022

## **LAST DAY FOR QUESTIONS**

January 28, 2022

## **BID DELIVERY DEADLINE**

February 7, 2022 by 2:00pm

### **CONTACT INFO**

Dan Castimore IT Manager (907) 283-8244 dcastimore@kenai.city

## **Table of Contents**

- 1. Advertisement
- 2. Instructions to Bidders
- 3. Bid Form
- 4. Sample Contract
- 5. Tax Compliance Certificate
- 6. Non-Collusion Affidavit



### **Advertisement for Invitation to Bid**

Project Name: FY22 Microsoft Enterprise Agreement Rev 2

Proposal Documents Available: January 24th, 2022 Last Day for Questions: January 28th, 2022 by 5:00 PM Proposal Due Date: February 7th, 2022 by 2:00pm

#### **SCOPE OF WORK:**

The City is seeking bids for a three year Microsoft Enterprise Agreement.

Proposers should contact the Finance Department at dcastimore@kenai.city to be placed on the list to receive addenda.

Bid documents can be obtained on the City of Kenai website at www.kenai.city or at City Hall for a non-refundable fee.

Publish: <u>Anchorage Daily News</u>- January 24, 2022

Peninsula Clarion - January 23, 2022

#### **INVITATION TO BID INSTRUCTIONS**

# CITY OF KENAI INSTRUCTIONS TO BIDDER

#### 1. GENERAL

These instructions specify the form and procedures for the submission of a complete and acceptable bid. To obtain addenda in a timely manner, you should be on the City of Kenai's plan holder's list. Downloading project specifications and drawings from the City website or other online plans rooms does not place you on the City's plan holder's list. To be added to the plan holder's list, please contact the IT Manager by phone (907) 283-8244 or by email at <a href="mailto:dcastimore@kenai.city">dcastimore@kenai.city</a>

Project: FY22 Microsoft Enterprise Agreement Rev 2

Release: January 24, 2022

Last Day for Questions: January 28, 2022 by 5:00pm Bid Due Date and Time: February 7, 2022 by 2:00pm

#### 2. EVIDENCE OF QUALIFICATIONS

Upon request of the City, a Bidder whose bid is under consideration for the award of the Agreement, shall submit promptly to the City, satisfactory evidence of the Bidder's financial resources, their experience, their performance in completing other projects of a similar nature, and the organization and equipment they have available for the performance of the Agreement.

#### 3. BIDDER QUALIFICATIONS

Before the bid is considered for award, the City reserves the right to determine whether or not a Bidder is responsible and to require the Bidder to complete a Bidder Qualification Form and/or provide a current financial statement prepared by a Certified Public Accountant. The City shall determine whether a Bidder is responsible on the basis of the following criteria:

- The skill and experience demonstrated by the Bidder in performing Agreements of a similar nature.
- The Bidder's record for honesty and integrity.
- The Bidder's capacity to perform in terms of facilities, personnel, and financing.
- The Bidder's past performance under City Agreements. If the Bidder has failed in any material way to perform its obligations under any Agreement with the City, the Bidder may be determined as a non-responsible Bidder.
- A Bidder's representations concerning their qualifications will be construed as a covenant under the Agreement. Should it appear that the Bidder has made a material misrepresentation, the City shall have the right to terminate the Agreement for the Contractor's breach, and the City may then pursue such remedies as provided in the Agreement Documents or as provided by state statute, City code, or as appropriate.

Any final determination that a Bidder is non-responsible will be made by the City Manager. Such determination will be made in writing to the Bidder setting forth the reasons for such determination.

#### 7. TAX COMPLIANCE CERTIFICATE

No contract that requires competitive bidding pursuant to a City Ordinance may be awarded to an individual or business that is in violation of City tax ordinances unless the violation is cured within ten (10) business days of notice; in compliance with KMC 7.15.110. Bidders obligated to collect sales tax in the City must be registered with the Kenai Peninsula Borough or Alaska Remote Sellers Sales Tax Commission and provide proof of such registration and good standing submitted with the bid using the Borough's Tax Compliance Certificate or ARSSCT's registration certificate. Bidders not obligated to collect sales tax in the City must provide a written statement and explanation stating that they are not required to collect sales tax in the City. The City may require additional verification information from bidders. Bids submitted without the information required above may be considered non-responsive.

#### 8. INTERPRETATION OR CORRECTIONS OF BID DOCUMENTS

Bidders shall notify the Public Works Director promptly of any error, omission, or inconsistency that may be discovered during examination of the bid documents and the proposed work site(s). Requests from Bidders for interpretation or clarification of the bid documents shall be made in writing to the Public Works Director and shall arrive no later than the time and date specified in Section 1 of these Instructions to Bidders. Questions may be faxed to (907) 283-3014 or emailed to dcastimore@kenai.city. The subject line of the email or fax must include the name of the project.

Oral questions may be presented at a pre-bid conference if one is provided for in Section 1 of these Instructions to Bidders. Interpretations, corrections, or changes, if any, to the bid documents shall be made by Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the pre-bid conference. Interpretations, corrections, and changes shall not be binding unless included in an Addendum. All Addenda issued during the time of bidding shall become part of the Agreement Documents. Questions or requests for clarifications shall be directed to the Public Works Director. Only written interpretations or corrections by Addendum shall be binding, and no other forms of interpretation or correction will be binding on the City of Kenai.

It is the Bidder's sole responsibility to ascertain that they have received all Addenda issued by the City of Kenai. Addenda will be issued electronically and/or by facsimile. All Addenda must be acknowledged in the space provided on the Bid Form. If no Addenda have been issued, write or type "zero" or "N/A" on the Bid Form in the space provided.

#### 9. PREPARATION AND SUBMISSION OF BIDS

- Bids will not be accepted electronically. All bids must be submitted in hard copy format.
- Bids must be received at City Hall prior to the time and date specified in Section 1 of these Instructions to Bidders.

- Bids must be submitted on the Bid Form furnished. Bids must be completed in ink or by typewriter, and must be manually signed by an authorized person. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change in ink.
- Bids shall specify a unit price, typed or written in ink in figures, for each bid item called for.
   In case of error in the extension of prices, the unit price will govern. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, qualified bids, or irregularities of any kind.
- The Bid Form invites bids on definite plans and specifications. Only the amounts and information asked for on the Bid Form will be considered as the bid. Each Bidder shall bid upon the work exactly as specified and as requested on the Bid Form, and Bidders shall bid upon all alternates as indicated. When bidding on an alternate for which there is no charge, Bidder shall write the words "No Charge" in the space provided.
- One (1) complete bid package shall be completely sealed in an envelope clearly marked with the Bidder's company name, and the "Project Name" and "Bid Due Date" specified in Section 1 of these Instructions to Bidders. A complete bid package shall include the following documents:
  - o Bid Form
  - Tax Compliance Certificate
  - Non-Collusion Affidavit
- Bids received without all the required documents may be considered non-responsive.
   Bids received after the bid due date and time will be considered non-responsive and will not be accepted.
- No responsibility shall be attached to the City for the premature opening of, or the failure to open a bid not properly addressed and identified.
- Please note that overnight delivery from the Lower 48 States is generally not available.
   Prospective Bidders should anticipate a minimum of two to three days delivery time for express, priority or expedited delivery services.

#### 10. MODIFICATION OF BIDS

Bid modifications will be accepted by the City at <a href="mailto:dcastimore@kenai.city">dcastimore@kenai.city</a> and binding upon the Bidder where the modification:

- is received at City Hall prior to the time and date specified in Section 1 of these Instructions to Bidders.
- does <u>not</u> identify the adjusted Bid Total price. Only adjustments to the sealed bid will be accepted. For example:
  - CORRECT Decrease the Unit Bid Price of Item 20.22 Leveling Course by \$2.50 per ton and the Bid Total by \$2,500.

- o CORRECT Increase the Unit Bid Price of Item 90.16 Mobilization and Demobilization and the Bid Total by \$5,000.
- INCORRECT Decrease the Bid Total by \$5,000 for a new Total of \$95,000.
- is signed by the same individual who signed the original bid.

Should there be more than one bid modification from a Bidder, only the last modification received prior to the deadline shall be applied to the bid. All earlier modifications shall be disregarded.

Any modification which fails to meet any requirement of this section shall be rejected, and the bid shall be considered as if no modification had been attempted.

It is the Bidder's responsibility to confirm the City's receipt of any bid modification.

#### 11. WITHDRAWAL OF BID

At any time prior to scheduled closing time for receipt of bids, any Bidder may withdraw their bid, either personally or by written request.

After the scheduled closing time for receipt of bids, no Bidder will be permitted to withdraw their bid unless Notice of Award is delayed for a period exceeding forty-five (45) days.

A bid may not be withdrawn after opening without the written consent of the City.

#### 12. ACCEPTANCE – REJECTION OF BIDS

The City reserves the right to reject any or all bids, to waive minor irregularities in any bids or in the bidding procedure, and to accept any bid presented which meets or exceeds said specifications and which is deemed to be in the best interest of the City. However, the requirements for timeliness and manual signatures shall not be waived. The City is not obligated to accept the lowest bid and is not responsible for bid preparation costs.

#### 13. EXECUTION OF AGREEMENTS

The successful Bidder shall be required to execute an Agreement for the work within ten (10) days after receiving the Notice of Award and Agreement documents from City; if Contractor does not return executed copies within this time, then, at the option of City, the bid may be rejected.

#### 14. AWARD OF AGREEMENT

It is the intent of the City to award the bid to the lowest, qualified, responsive and responsible Bidder. Unless otherwise stated in the bid documents, the Agreement, if awarded, shall be awarded to the responsible Bidder who submits the lowest responsive bid. When bid documents contain a base bid and alternates, only the total of the base bid and the alternates to be awarded shall be used to determine the low Bidder.

The amount of the Agreement shall be the total sum of the amounts computed from the estimated quantities and unit prices and/or the lump sum awarded by the City and specified in the Agreement.

On all bids, Notice of Award or rejection will be given within forty-five (45) days of bid opening. The notice will be in writing and signed by the IT Manager. A Notice of Intent to Award, and no other act of the City of Kenai or its representatives, constitutes an acceptance of a bid. The acceptance of a bid shall bind the successful Bidder to execute the Agreement.

#### 16. SPECIAL PROVISIONS

If funded in part or in whole by a grant or grants, the contractor and their subcontractors will be required to comply with the requirements of these grants, including insurance and purchasing requirements, if any. If any permits are included with the bid documents, e.g. a U.S Corp of Engineers wetland permit, all conditions of this permit must be met by the Contractor and their Subcontractors.

#### 17. APPEAL PROCEDURE

KMC 7.15.120 Appeal procedures.

- (a) Any party submitting a bid or proposal for a contract with the City and who believes that they are adversely affected by the City's relevant ordinances, regulations, procurement process, or by any acts of the City in connection with the award of a City contract, may file a protest appeal with the City Clerk. All protest appeals must be to the City within five (5) calendar days of the issuance of the City's notice of its intent to award the contract. The appeal must be hand delivered, delivered by mail, or by facsimile and must comply with all requirements of this section. If the fifth day is a City-recognized holiday or a weekend, the deadline for appeal shall be the next work day. It is up to the protester to choose a method of delivery to assure timely receipt by the City.
- (b) Rejection of Appeal. The Clerk shall reject an untimely or incomplete appeals. Such rejection shall be final and may be appealed to the Superior Court pursuant to the Court Rules of Appellate Procedure.
- (c) The protest appeal must be in writing and shall include the following information:
- (1) The name, address, e-mail, and telephone (and facsimile if available) numbers of the protester;
- (2) The signature of the protester or the protester's representative;
- (3) Identification of the contracting agency and the solicitation or contract at issue;
- (4) A statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- (5) The form of relief requested.
- (d) Stay of Award. If a timely and complete protest appeal is filed, the award of the contract shall be stayed until all administrative remedies have been exhausted, unless the City Manager determines in writing that award of the contract pending resolution of the appeal is in the best interests of the City.
- (e) Notice and Response. Notice of the stay and protest appeal shall be delivered to any party who may be adversely affected by the City Manager's decision by facsimile, first class mail or in person within three (3) business days of receipt of a properly filed appeal.
- (f) City Manager Decision. The City Manager shall issue a written decision to the appellant within ten (10) business days of the date the appeal is filed. If multiple appeals have been filed, they may be consolidated for purposes of the decision. Copies of the appeal and decision shall be provided to any interested party requesting one. The decision may include any lawful action, including without limitation an amendment of all or any part of the recommended award. For good cause shown, the City Manager may extend the date for the decision for such additional period as may be necessary.
- (g) If the City Manager sustains a protest in whole or in part, the City Manager shall implement an appropriate remedy. In determining an appropriate remedy, the City Manager shall consider

the circumstances surrounding the solicitation or procurement including the seriousness of the procurement deficiencies, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent the procurement has been accomplished, costs to the agency and other impacts on the agency of a proposed remedy, and the urgency of the procurement to the welfare of the City.

- (h) Notwithstanding subsections (a) and (b) immediately above, if the City Manager sustains a bid protest appeal in whole or part, the protester's damages shall not exceed the reasonable bid or proposal preparation costs.
- (i) Appeal to Superior Court. Appeals may be taken from the written decision of the City Manager within thirty (30) days of the date of the decision pursuant to Part VI of the Alaska Rules of Appellate Procedure.

(Ord. 2852-2015)

#### 18. COMPLIANCE OR ACCEPTED ALTERNATES TO SPECIFICATIONS

The City will not accept products from a different manufacturer. All items shall be either the product specified or, in the event that an item is no longer available, a manufacturer recommended replacement. All changes must be submitted to the City for approval by the last day to submit questions.

### 19. Specifications

Group 1

o Part Number: W06-01066

Description: CoreCAL ALNG LicSAPk MVL Pltfrm UsrCAL

o Product Family: License/Software Assurance Pack

o Quantity: 35

Group 2

o Part Number: W06-01072

Description: CoreCAL ALNG SA MVL Pltfrm UsrCAL

Product Family: Software Assurance

o Quantity: 112

Notes:

 The City currently has 112 licenses for Device based CoreCal and wishes to convert these to User based CoreCal

• Group 3

o Part Number: KV3-00353

Description: WINENTperDVC ALNG SA MVL Pltfrm

Product Family: Software Assurance

o Quantity: 112

• Group 4

Part Number: KV3-00356

Description: WINENTperDVC ALNG UpgrdSAPk MVL Pltfrm

Product Family: License/Software Assurance Pack

Quantity:

• Group 5

Part Number: 312-02257

Description: ExchgSvrStd ALNG SA MVL

Product Family: Software Assurance

Quantity:

Group 6

o Part Number: 7NQ-00292

Description: SQLSvrStdCore ALNG SA MVL 2Lic CoreLic

Product Family: Software Assurance

Quantity: 2

Group 7

o Part Number: D86-01253

Description: VisioStd ALNG SA MVLProduct Family: Software Assurance

Quantity:

Group 8

o Part Number: D86-01253

Description: WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL

Product Family: Software Assurance

Quantity: 10

Group 9

o Part Number: 9EA-00273

o Description: WinSvrDCCore ALNG SA MVL 16Lic CoreLic

Product Family: Software Assurance

Quantity: 3

Group 10

o Part Number: 9EM-00267

o Description: WinSvrSTDCore ALNG SA MVL 16Lic CoreLic

Product Family: Software Assurance

o Quantity: 2

Group 11

o Part Number: 3WS-00001

Description: M365AppsForEnterpriseGCC ShrdSvr ALNG SubsVL MVL

Product Family: Monthly Subscriptions-VolumeLicense

o Quantity: 115

#### CITY OF KENAI BID FORM

TO: City of Kenai

Finance Department 210 Fidalgo Avenue

Kenai, Alaska 99611-7794

FROM:

Name of Bidder's Company or Business Entity

#### **BIDDER'S DECLARATION & UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the Bidder has carefully examined the Bid Documents including but not limited to: the Agreement, Addenda Specifications, Invitation to Bid, Instructions to Bidders, this Bid Form, Advertisement, Releases, Affidavits, and that the Bidder has satisfied themselves as to the contractual requirements, and quantity and condition of work involved.

The Bidder further declares that the only person or parties interested in the Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City of Kenai, and that the Bid is made without any connection or collusion with any person submitting another Bid.

The Bidder agrees not to withdraw this bid within forty-five (45) days after the actual date of the bid opening.

#### **DOCUMENTS TO SUBMIT WITH THIS BID**

- 1. Bid Form
- 2. Tax Compliance Certificate or written statement regarding sales tax
- 3. Non-Collusion Affidavit

# DOCUMENTS THE CITY OF KENAI IS TO RECEIVE WITHIN 10 DAYS AFTER NOTICE OF AWARD

The Bidder agrees that if this Bid is accepted he will deliver to the City of Kenai, within ten (10) calendar days of Notice of Award, the following:

- 1. Executed Agreement
- 2. Certificate(s) of Insurances\*

#### **TIME OF COMPLETION**

Bidder agrees to commence and complete work as follows: Owner anticipates a Notice to Proceed on <u>January 21, 2022</u> with delivery within 60 Calendar days from NTP.

<sup>\*</sup> Refer to the sample contract for insurance requirements. Note the additional insured and waiver of subrogation requirements.

#### **BID TABULATION AND SUMMARY**

Bidder agrees to perform all of the work described and per the conditions in the Bid Documents for the prices stated on this Bid Form.

Prices are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of error in the extension of prices, the unit price will govern. Bidder understands that the City reserves the right to reject any or all bids and to waive irregularities in the bidding.

BID GUARANTEE: The Undersigned further agrees that the check or bid bond accompanying the bid is left in escrow with the City, that the amount of the check or bond is the measure of damages which the City will sustain by failure of the Undersigned to deliver said documents within ten (10) days after written notice of the award of contract to him or her, and that check shall become the property of the City, or the bid bond shall remain in full effect, should he or she so fail. But if this bid is not accepted within ninety (90) days of the date set for the opening thereof, or if accepted and the Undersigned delivers said Agreement, and performance, and labor, and material payment bonds as required, the check shall be returned to him or her and the bid bond shall become void.

#### **EXECUTION OF BID**

Bidder shall complete and submit all pages of the Bid Form.

I have received the Bid Documents for the Project: <b>F</b>	FY22	Micro	soft Ente	rprise	e Agreeme	nt F	Rev
2							
I have received Addenda No(s).	and	have	included	their	provisions	in	my
proposal.							

I have examined both the Bid Documents and the work locations, and submit the following bid with the understanding that I agree:

- 1. To hold my bid open forty-five (45) consecutive calendar days.
- 2. To accept the provisions of the Bid Documents.
- 3. To enter into and execute an Agreement, if awarded, on the basis of my Bid.
- 4. To furnish all equipment in accordance with the Bid Documents.
- 5. To deliver equipment as specified above in TIME OF COMPLETION.

BASE BID TOTAL FOR FIRST YEA	AR: (All licenses specified in the Specification Section)
\$	
<del>.</del>	(Amount Written in Words)
BASE BID TOTAL FOR ALL THREE	E YEARS: (All licenses specified in the Specification Section)
<u>\$</u>	
	(Amount Written in Words)

#### **BID SCHEDULE**

Description of Bid Items	Group	Quantity	Unit Bid Price	Total Bid Price
CoreCAL ALNG LicSAPk MVL UsrCAL	1 dioup	35	\$	\$
CoreCAL ALNG SA MVL UsrCAL	2	112	\$	\$
WINENTperDVC ALNG SA MVL Pltfrm	3	112	\$	\$
WINENTperDVC ALNG UpgrdSAPk MVL Pltfrm	4	3	\$	\$
ExchgSvrStd ALNG SA MVL	5	1	\$	\$
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	6	2	\$	\$
VisioStd ALNG SA MVL	7	2	\$	\$
WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	8	10	\$	\$
WinSvrDCCore ALNG SA MVL 16Lic CoreLic	9	3	\$	\$
WinSvrSTDCore ALNG SA MVL 16Lic CoreLic	10	2	\$	\$
M365AppsForEnterpriseGCC	11	115	\$	\$
Total Bid Price for first year			\$	
Total Bid Price for three year contract			\$	

An Agreement shall not be formed and no rights shall exist under the Agreement until the final Agreement is fully executed by all parties. Bidder agrees to commence work immediately upon full execution of the Agreement or such later time as defined in a Notice To Proceed.

If provided a Notice of Award, Bidder agrees to execute and perform the Agreement in accordance with the Bid Documents.

By executing this Bid I certify that I have authority to bind the Company or Business Entity submitting this bid.

Name of Company or Business Entity	Date
Signature	Title
Print Name	Phone
Address	Fax
Address	Email address

Contractor's Printed Name:  Contractor's Fed. Tax ID #:	THE CITY OF KENAI SHORT FORM AGREEMENT This agreement is not valid until properly signed by the parties and accompanied by a valid City of Kenai Purchase Order	KENAI	City of Kenai 210 Fidalgo Ave. Kenai AK 99611 (907) 283-8236
CONTRACTOR WILL PROVIDE THE CITY OF KENAI TH	HE FOLLOWING SERVICE(S);		
Interpretation: The following documents are incorporated  1. Bid Specifications / Drawings / Instructions to Bid		er of precedence:	
<ol> <li>This Short Form Agreement</li> <li>General Conditions (See page two / reverse of the Contractor's Bid</li> </ol>			
Contractor's compensation will be (In words and numbers	s):		
Time of commencement and completion:			
BY SIGNING BELOW, THE CONTRACTOR HEREBY AF ACCEPTS ALL TERMS AND CONDITIONS OF THIS AG		Contractor's Address & F	Phone / Fax Numbers:
Contractor's Signature:	Date:		

Approved by City Manager:

Purchase Order Number:

Recommended by:

#### GENERAL CONDITIONS

Section 1. Execution of This Agreement. This agreement is not valid until properly signed by the parties and accompanied by a valid City of Kenai Purchase Order.

Section 2. Independent Contractor. The Contractor shall provide services as an independent contractor to the City.

Section 3. Compliance With Laws. The Contractor shall comply with all statutes, ordinances, and regulations governing its performance, post all required notices, and obtain all permits, licenses, and other entitlements necessary to its performance. The Contractor shall pay all taxes related to its performance and shall be current on all borough taxes at the time of entering this agreement. The Contractor shall acquire and maintain in good standing all permits, licenses; and other entitlements necessary to the legal performance of this agreement.

#### Section 4. Equal Employment Opportunity.

- A. The Contractor will not discriminate against any applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor shall state in all solicitations or advertisements for employees to work on agreement jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, or physical or mental handicap.
- C. The Contractor shall include the provisions of subsections A and B of this section in every subcontract or purchase order under this agreement, so as to be binding upon every subcontractor or vendor of the Contractor under this agreement.

Section 5. Insurance. During the term of this agreement the Contractor shall maintain a policy of workers' compensation and employers' liability insurance as required by law. Contractor shall also be required to carry Commercial general liability with minimum coverage of \$1,000,000. This insurance shall be primary and exclusive of any other insurance carried by the City of Kenai. The commercial general liability insurance shall be without limitation on the time within which the resulting loss, damage, or injury is actually sustained. Certificate(s) of Insurance shall be provided by Contractor and all subcontractors, or their Insurance Companies and/or their Agents, naming the City of Kenai as an additional insured for the work specified in this contract with a waiver of subrogation for commercial general liability insurance. The certificates of insurance must reference the specific contract by name and project number. Such insurance shall be by a company/corporation currently rated "A-"or better by A.M. Best. If providing professional services, \$1,000,000 against any claim arising out of professional liability/errors or omissions of Consultant and/or Consultant's subcontractors must be provided.

Section 6. Assignments. Unless the City provides otherwise in writing, any assignment by the Contractor of its interest in any part of this agreement or any delegation of its duties shall be void, and permit the City to terminate this agreement without liability for work performed.

Section 7. Ownership, Publication, Reproduction, and Use of Material. Unless the City provides otherwise in writing, all data, documents, and materials that the Contractor produces shall be property of the City, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. This exclusive right does not apply to any materials presently in the public domain or not subject to copyright.

Section 8. Indemnity. The contractor shall indemnify, hold harmless, and defend the City at its own expense from and against any and all claims, losses, damages or expenses, including reasonable attorney's fees, of, or liability for, any wrongful or negligent acts, errors, or omissions of the contractor, its officers, agents or employees, or any subcontractor under this agreement. The contractor shall not be required to defend or indemnify the City for any claims of, or liability for, any wrongful or negligent act, error, or omission solely due to the independent negligence of the City. If there is a claim of, or liability for, the joint negligence of the contractor and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be determined upon final determination of percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "Contractor" and "City" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, to each. The term "independent negligence of the City" is negligence other than in the City's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

#### Section 9. Termination.

This agreement may be terminated for cause immediately or by the City for its convenience upon fifteen (15) days' written notice to the Contractor. Upon termination and the Contractor's furnishing to the City all finished and unfinished data, documents or other materials prepared under the agreement, the City shall pay the Contractor for all satisfactory work performed before termination.

Section 10. Nonwaiver. Either party failing to enforce a provision of this agreement does not waive the provision or affect the validity of the agreement or a party's right to enforce any provision of the agreement.

Section 11. Jurisdiction and Choice of Law. Any civil action arising from this agreement shall be brought in the trial courts for the Third Judicial District of the State of Alaska at Kenai. The laws of the State of Alaska govern this agreement.

Section 12. Integration. This document and all documents incorporated in it by reference are the entire agreement of the parties and supersede all previous communications, representations or agreements regarding this subject, whether oral or written, between the parties.

Short Form Agreement Page 2 of 2 Revised September 9, 2021

## Tax Compliance Certification Kenai Peninsula Borough Finance Department

144 N. Binkley Street Soldotna, Alaska 99669-7599 www.kpb.us Dugh t Phone: (907) 714-2197 or: (907) 714-2175 Fax: (907) 714-2376

Signature of Applicant (Required)

Soldotna, Alaska 99669-/599 www.kpb.us			or: (90/) /14 ax: (907) 714				
1.) Fill in all information requested.	2.) Sign and date	e. 3.) Submit wit	h solicitation,	or other.	[	For Official Use Only	
Reason for Certificate:			For Depart	ment:			
☐ Solicitation ☐ Other:			Dept. Cont	tact:			
Business Name:							
Business Type:	☐ Individual	Corporation	on 🗌 Partr	nership	Other	:	
Owner Name(s):							
Business Mailing Address:							
Business Telephone:			Business Fax	x:			
Email:							
Peninsula Borough? (If yes, please Yes No Kenai Peninsu contracting to do business with the will be awarded to any individual several areas of taxation.	la Borough Cod ne Kenai Peninsu	le of Ordinance la Borough be	es, Chapter 5. in compliance	.28.140, re e with Bor	quires that ough tax p	t businesses/individu provisions. No contro	act
REAL/PERSONAL/BUSINESS PROF	PERTY ACCOUNTS		TAX ACC	OUNTS/STA	TUS (TO BE (	COMPLETED BY KPB)	
ACCT. NO.	ACCT. NAME		YEAR LAST			BALANCE DUE	
KPB Finance Department (signature	required)		ate		Complianc	e 🗌 Not in Compli	ance
SALES TAX ACCOU			TAX ACC			COMPLETED BY KPB)	
ACCT. NO.	ACCT. NAME		FILED THRU	M	1/F's	BALANCE DUE	
KPB Sales Tax Division (signature rec	quired)	D	ate		Complianc	e 🗌 Not in Compli	ance
CERTIFICATION: I,(Name o	f Applicant	the	(Title)		, herel	oy certify that, to the	Э
best of my knowledge, the above i		rrect as of	Date)				

## NON - COLLUSION AFFIDAVIT

(To be executed a	nd submitted with Bid Proposal)
l,	of Firm Name
	Firm Name
being duly sworn, do depose and stat	re:
·	on of which I am a member, who bid on the Contractor the purchase of equipment designated as:
FY22 Microsoft	Enterprise Agreement Rev 2
	e of Alaska, have not, either directly or indirectly ated in any collusion, or otherwise taken any action in connection with such Contract.
	Signature
	Name
	Title
	Date
ACKNOW	LEDGMENT
STATE OF ALASKA )	
)ss THIRD JUDICIAL DISTRICT )	
The foregoing instrument was acknow 2021, by	vledged before me this day of
	NOTARY PUBLIC for State of