



KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | www.kenai.city

INVITATION TO BID

FY22 Tower Study Rev 2

ISSUED

May 19, 2022

LAST DAY FOR QUESTIONS

May 26, 2022

BID DELIVERY DEADLINE

June 3, 2022 by 2:00pm

CONTACT INFO

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

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Advertisement for Invitation to Bid

Project Name: FY22 Tower Study Rev 2

Proposal Documents Available: May 19, 2022

Last Day for Questions: May 26, 2022 by 5:00 PM

Proposal Due Date: June 3, 2022 by 2:00pm

SCOPE OF WORK:

The City is seeking bids for a Tower Study of a communications tower.

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: Anchorage Daily News- May 18, 2022
Peninsula Clarion – May 19, 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 dcastimore@kenai.city

Project: FY22 Tower Study Rev 2

Release: May 19, 2022

Last Day for Questions: May 26, 2022 by 5:00pm

Bid Due Date and Time: June 3, 2022 by 2:00pm

Estimated notice to proceed: June 16, 2022

Anticipated Completion Date: September 14, 2022

2. SITE VISIT

Call Dan Castimore – IT Manager at 907 283-8244 or Scott Curtin – Director of Public Works at 907 283-8240 if interested in touring the Site.

3. 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.

4. 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.

5. LICENSING

Section 43.70.020 of the Alaska State Statutes requires that all businesses wishing to engage in business in Alaska obtain a license. All suppliers/contractors are required to furnish, a current, valid Alaska Business License Number and, if applicable, a current, valid Contractor's License Number, Specialty Contractor License Number, etc. prior to entering into a contract.

6. INSURANCE

The services to be rendered under this contract are those of an independent Contractor.

Contractor and all subcontractors, if any, shall be responsible for the purchase and maintenance of all insurance required by law and at a minimum purchase the insurance coverage as specified in Section 6. Such insurance shall be by a company/corporation currently rated "A-" or better by A.M. Best.

This insurance coverage required by Section 6 shall be in acceptable form, and for the amounts specified by the City of Kenai, or as required by law, whichever is greater. The insurance policies shall remain in force for the life of the contract and shall be a part of the contract price.

Commercial general liability with minimum coverage of \$1,000,000, automobile liability insurance with minimum coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence, and insurance covering work on this project that provides a minimum coverage of \$1,000,000 against any claim arising out of professional liability/errors or omissions of Contractor and/or Contractor's subcontractors. 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.

Per Alaska State Statutes, Worker's Compensation and Employers Liability Insurance shall be provided for all employees who are performing work under this contract.

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 and automobile liability insurance. The certificates of insurance must reference the specific contract by name. Workers compensation insurance must be endorsed for waiver of

subrogation against the City. Certificates of Insurance, acceptable in form and content, will be delivered to Owner at the address designated for legal service in the agreement, at or prior to presentation of the contract for execution by owner.

There shall be no cancellation or material change of the insurance coverage, or intent not to renew the insurance coverages as specified in this contract, without thirty (30) days prior written notice to the City of Kenai. Notice of cancellation, material change in coverage, or intent not to renew will be delivered to the address designated for legal notice in the agreement.

Upon renewal or change in policies during the contract, Certificates of Insurance shall be delivered to the address designated for legal notice in the agreement.

Owner shall have the option to purchase and maintain such insurance as will protect Owner against property losses or liability claims, which may arise from operations under the contract. Insurance providing coverage against fire and extended coverage perils, may, at Owner option, provide coverage to the full insurable value of the project and insure the interests of Contractor and all subcontractors as their interests may appear. Any recovery for loss insured pursuant to this General Condition is to be adjusted to Owner and made payable to Owner as trustee for the insured, as their interests may appear.

This section does not modify the contractor or subcontractors' responsibility to provide insurance as required in Section 6.

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:
 - 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 dcastimore@kenai.city 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 not 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.
 - 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.

15. 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.

16. 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)

17. GENERAL INFORMATION

The City of Kenai currently has a communications tower located at 105 North Willow St., Kenai, AK 99611. This tower is believed to have been constructed between 1972 and 1974. The tower is a guyed tower with the guy wires attached to the roof of the adjacent structure. Overall tower height is 140 feet. There are currently no engineering documents or drawings of this tower.

The current tower houses public safety radio antennas as well as both unlicensed and licensed wireless data radios. The tower has been inspected by South Central Communications on a regular basis. In 2021 the guy wires were replaced and the tower was releveled.

18. SCOPE OF WORK

1. Tower Mapping – contractor shall complete a comprehensive tower mapping of tower steel structure itself, tower base/foundation, all guying anchor points, all guying hardware, all antennas, dishes, mounts, transmission lines, waveguides, cabling, cable management, hardware, tower lighting, grounding fixtures, tower climbing safety hardware and devices, and any other appurtenances attached to the tower structure.

Deliverable will include drawings and a document listing all of the items specified above including manufacturer, part number, height above ground level, azimuth, and wind loading. Drawings will be provided in both paper, and electronic files including AutoCad dwg files.

2. Tower Structural analysis – contractor shall perform a structural analysis of the tower. The analysis must be performed by a certified Professional Engineer qualified to perform the structural analysis based on tower mapping data for the tower to determine the current capacity of the tower. Use ANSI/TIA 222-H standards for Communications Towers as the basis of the analysis. Deliverable will include structural analysis documents in writing for the tower detailing engineering data and documentation describing results of the towers structural analysis in the form of a written report to the IT Manager.
3. Additional Capacity Audit - contractor shall provide an analysis of the additional capacity of the tower that takes into consideration adding the equipment listed in Appendix B.
4. Preventative Maintenance List – contractor shall provide a list of preventative maintenance items such as inspections, tower leveling, etc., and include the schedule and duration for each task.

**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*

* Refer to Section 7 for insurance requirements. Note the additional insured and waiver of subrogation requirements.

TIME OF COMPLETION

Bidder agrees to commence and complete work as follows: Owner anticipates a Notice to Proceed on June 16, 2022 with completion of work within 90 Calendar days from NTP.

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: **FY22 Tower Study 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 complete all work within the time frame provided in the TIME OF COMPLETION.

BASE BID TOTAL:

\$ _____

(Amount Written in Words)

BID SCHEDULE

Item #	Description	Unit of Measure	Quantity	Total Cost
1	Tower Mapping	LS	1	\$
2	Tower Structural Analysis	LS	1	\$
3	Additional Capacity Audit	LS	1	\$
4	Preventative Maintenance List	LS	1	\$
	Total			\$

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

Appendix A – Current Tower Equipment

The following is a partial list of the equipment located on the tower. Contractor to field verify all information.

- Qty: 6 - Ubiquiti Airfiber 11FX with AF-11G35 antenna
- Qty: 2 – Ubiquiti LTU Rocket with RF Elements HG3-TP-S30 antenna
- Qty 5: - Ubiquiti PrismStation 5AC with Horn-5-30 antenna
- Qty 2: - Ubiquiti EdgePoint EP-S16

Appendix B – Additional Equipment

1. Ubiquiti Airfiber 11FX with AF-11G35 antenna, 110 feet above ground level, 168 degrees azimuth.
2. Ubiquiti Airfiber 11FX with AF-11G35 antenna, 100 feet above ground level, 233 degrees azimuth.
3. Ubiquiti Airfiber 11FX with AF-11G35 antenna, 105 feet above ground level, 200 degrees azimuth.
4. Ubiquiti LTU Rocket with RF Elements HG3-TP-S30 antenna, 100 feet above ground level, 271 degrees azimuth
5. Ubiquiti LTU Rocket with RF Elements HG3-TP-S30 antenna, 120 feet above ground level, 21 degrees azimuth
6. Ubiquiti LTU Rocket with RF Elements HG3-TP-S30 antenna, 120 feet above ground level, 28 degrees azimuth