

REQUEST FOR PROPOSALS (RFP)

2021 CITY OF KENAI WASTEWATER TREATMENT PLANT (WWTP) SLUDGE PRESS REPLACEMENT EQUIPMENT SELECTION

ISSUED APRIL 27, 2021

PRE-PROPOSAL ZOOM MEETING
MAY 4, 2021 AT 2:00PM AK TIME
Login information will be at https://www.kenai.city/publicworks

PROPOSAL DELIVERY DEADLINE MAY 18, 2021 BY 5:00 PM

CONTACT INFO
SCOTT CURTIN
SCURTIN@KENAL.CITY

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Advertisement for Proposals

Project Name: 2021 CITY OF KENAI WASTEWATER TREATMENT PLANT (WWTP)

SLUDGE PRESS REPLACEMENT EQUIPMENT SELECTION

Proposal Documents Available: April 27, 2021

Pre-Proposal Zoom Meeting: Tuesday, May 4, 2021 at 2 PM Details on website

Last Day for Questions: Monday, May 10, 2021 by 12:00 PM

Proposal Due Date: Tuesday, May 18, 2021 by 5:00 PM at City Hall

SCOPE OF WORK: This project will provide for the replacement of an existing 40+ year old sludge belt press with a new screw press. Qualified manufacturers shall thoroughly review the specifications and provide the detailed requested information of appropriate equipment offerings for the City's consideration. The successful vendor's equipment will be ordered directly by the City. The City's Engineering Consultant will then finalize bid ready plans and specifications for a Construction Bid release anticipated for October 2021 to cover the equipment's installation. This proposal is specific to the equipment only at this time.

Proposers should contact the Public Works Department at scurtin@kenai.city to be placed on the list to receive addenda. Attendance at the Pre-Proposal meeting is not mandatory but is strongly recommended.

RFP 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>- April 27, 2021

Peninsula Clarion - April 27, 2021 or first available day after

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REQUEST FOR PROPOSALS (RFP) INSTRUCTIONS

1.0 GENERAL INFORMATION

1.1 Introduction

The City of Kenai (City) owns and operates the Kenai Wastewater Treatment Facility (WWTF). The WWTF receives predominantly domestic wastewater from the City and discharges treated wastewater to Cook Inlet. The treatment process produces aerobically digested sludge which is currently dewatered with a belt filter press prior to landfill disposal. The age of the existing belt filter press equipment and the lack of redundancy for that equipment has motivated the City to install new sludge dewatering equipment. The City is seeking a qualified supplier to fabricate, furnish, deliver, commission, and provide warranty service for a new screw press as further described in this RFP.

1.2 Background

The WWTF is a conventional activated sludge treatment process. Raw sewage is screened at the head works prior to passing on to the activated sludge process. No grit removal or primary treatment is provided at the WWTF. Secondary sludge and scum are directed to an aerobic digester for stabilization prior to gravity thickening, polymer conditioning, and mechanical dewatering. Belt press cake is conveyed via belt conveyor to a truck for offsite disposal.

1.3 Questions

Any questions regarding this proposal are to be submitted <u>in writing</u> to the Public Works Department by no later than the time and date specified in the ad or addendum. Questions shall be emailed to scurtin@kenai.city. The subject line of the email should read: "Questions: 2021 Sludge Press Replacement".

All questions will be answered and distributed to all prospective proposers via addendum. To receive project addenda, you must be on the plan holders list. To be placed on the plan holders list, please contact Scott Curtin by email at scurtin@kenai.city. Downloading project documents from the City web site does not automatically place you on the plan holders list.

1.4 Preparation Costs

The City shall not be responsible for proposal preparation cost, nor for costs including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest ranked proposer and/or award of contract and/or rejection of proposal. By submitting a proposal, each proposer agrees to be bound in this respect and waives all claims to such costs and fees.

1.5 Additional Services

Additional Services shall consist of providing any other services not included in the Consultant's basic services and will be authorized by a change order signed by both parties and compensated at the rate listed in the Consultant's Fee Schedule for Additional Services. The fee schedule should be included with the cost proposal portion of the submitted proposal.

1.6 Timeline

Release	April 27, 2021
Deadline for Questions	May 10, 2021
Proposals Due	May 18, 2021
Notice of Award (estimated)	June 3, 2021

These dates are approximate and subject to change.

2.0 RULES GOVERNING COMPETITION

2.1 Examination of Proposals

Proposers should carefully examine the entire Request for Proposal (RFP) and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

2.2 Proposal Acceptance Period

Proposals must be irrevocable for sixty (60) days following the submission date.

2.3 Confidentiality

The content of all proposals will be kept confidential until the selection of the Consultant is announced. At that time, the selected proposal is open for review by the competing proposers, excluding any tabulations and evaluations thereof. After the award of the Contract, all proposals, tabulations and evaluations will then become public information.

2.4 Proposal Format

Proposals are to be prepared in such a way as to provide a straight forward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on:

(1) conformance to the RFP instructions;

- (2) responsiveness to the RFP requirements;
- (3) completeness and clarity of content.

2.5 Signature Requirements

All proposal transmittal letters and cost proposal forms must be signed. A proposal may be signed by: an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; an owner of a privately-owned vendor; or other agent if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

2.6 Proposal Submission

Three (3) copies of the technical proposal are to be submitted to the City of Kenai Public Works Department at 210 Fidalgo Avenue, Kenai, AK 99611, along with one (1) copy of the Cost Proposal in a <u>separate sealed</u> envelope. These four (4) documents shall be submitted in a sealed envelope clearly marked with the proposer's and RFP name.

2.7 Tax Compliance

Kenai City Code requires that businesses or individuals contracting to do business with the City be in compliance with the Kenai Peninsula Borough tax provisions. No contract will be awarded to any individual or business found to be in violation.

2.8 Licenses and Certifications

Proposers shall include with their proposals copies of all licenses, certificates, registrations and other credentials required for performance under the contract. Documentation must be current and must have been issued by or under authority of the State of Alaska or, if documentation is from an outside jurisdiction, such documentation must be accepted as valid by the State of Alaska for performance in Alaska. Such documentation shall include, but is not limited to, Alaska business license and applicable professional licenses, registrations and certificates.

2.9 News Releases

News releases pertaining to the award resulting from the RFP shall not be made without prior written approval of the City of Kenai's City Manager.

2.10 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the City of Kenai. One copy shall be retained for the official files of the Public Works Department and will become public record after award of the Contract.

2.11 Oral Change/Interpretation

No oral change, or interpretation, of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the City.

Proposer shall acknowledge receipt of addenda in the space provided on the Proposal Form. Only a proposal acknowledging receipt of all addenda may be considered responsive, unless the addendum, in the opinion of the City Manager, would have no material effect on the terms of the proposal. The City Manager may elect to allow a proposer to acknowledge receipt of addenda after opening proposals.

2.12 Replacement of Submitted Proposals

Replacements will be accepted by the City, and binding upon the responding firm, only if it is received by the City at the place designated for submission prior to the scheduled deadline and meets all other RFP conditions.

2.13 Late Submissions

Proposals not received prior to the date and time specified in this RFP will not be considered.

2.14 Withdrawal of Proposals

At any time prior to scheduled closing time for receipt of RFP submittals, any responding firm may withdraw their submittal, either personally or by written request. However, a proposal may not be withdrawn after opening without the written consent of the City.

2.15 Acceptance – Rejection of Proposals

The City may reject any or all proposals if the City Manager determines that it is in the best interest of the City and may waive irregularities, other than the requirements for timeliness and manual signature, if the irregularities do not affect the competitive advantage of any proposer.

2.16 Choice of Law and Jurisdiction

The laws of the State of Alaska shall govern this RFP, and any legal action brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.

2.17 Conflicts of Interests

No member of the governing body of the City of Kenai or other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interests, direct or indirect, in any ensuing contract as a result of

this Request for Proposal, without first disclosing his/her potential conflict, by submitting a letter to the Clerk's Office establishing their "intent to do business with the City." The contractor for itself and its principal employees, officers, agents, directors or shareholders covenants that neither the contractor nor any of the listed classes of individuals has nor shall acquire any interest, direct or indirect, in the project, direct or indirect, to which the contract pertains which would conflict in any manner or degree with the performance of its work hereunder. The selected proposer further covenants that in its performance of the contract no person having such interest shall be employed, without first disclosing his/her potential conflict.

3.0 SCOPE OF WORK

3.1 Project Description

The City is seeking proposals from qualified suppliers to perform pilot testing, fabricate, furnish, provide installation support, commission, and provide supporting services for a new sludge dewatering screw press, and its associated polymer dosing and sludge flocculation equipment, for future installation by a construction contractor. The selected screw press will form the basis of design for a competitively bid screw press installation project.

Furnish a screw press that meet the performance criteria identified below.

Criteria	Value	Unit
Desired Feed Solids Capacity	240	Dry Solids Pounds per Hour
Operating Range of Feed Solids Concentration	1.0 to 1.6	Percent Total Solids
Minimum Press Cake Solids Concentration	15	Percent Total Solids
Minimum Solids Capture	92	Percent of Feed Total Solids
Maximum Polymer Usage	20	lbs Active Polymer per Dry ton of feed solids
Allowable Noise Level While Operating	89	Decibels as dBA at 3 feet

In addition to the screw press equipment, each proposal shall also include polymer injection and inline mixer equipment (if applicable), and sludge flocculation equipment to facilitate the reaction of the polymer with the sludge ahead of the screw press. Proposers shall <u>not</u> plan to furnish sludge conveyance equipment, polymer tanks, or polymer pumping equipment.

After Notice of Award the selected proposer shall perform onsite pilot testing of their equipment at the Kenai WWTF. The intention of the pilot testing is to demonstrate the capabilities of the equipment at a pilot scale. The selected proposer shall supply a representative pilot unit and adequate staff to run the pilot unit for a minimum of one week to allow for adequate time on site

to run the pilot unit for at least three 7-hour periods. Proposer's staff shall collect representative samples while the pilot equipment is operating at steady state to confirm that the screw press is performing as indicated in their proposal. Temporary electrical connections can be made for the pilot unit.

Dimensional information and approximate equipment layouts are included in the attached site plan; additional 3d imagery is available at the following web address:

https://my.matterport.com/show/?m=aBfYs7h3Emj Password: Kena!

3.2 Project Sequence

Complete Onsite Press Pilot Testing	June 25,	, 2021
Deliver Press Equipment to Kenai WWTF	January 14,	2022

These dates are approximate and subject to change.

3.3 Requested Screw Press Information

Provide the following information in response to this proposal:

- 3.3.1 Product data sheets showing plan and elevations of the proposed screw press equipment and supporting equipment. Include dimensions of equipment and clearances required for operation and maintenance. Include weight of screw press components.
- 3.3.2 Identify screw press component materials of construction.
- 3.3.3 Proposed configuration of the press equipment for this application.
- 3.3.4 A description of how the screw press equipment could be enclosed and how odorous air generated at the equipment could be ducted away from the equipment
- 3.3.5 A description of all motor drives and electrical components proposed for inclusion with the screw press equipment. This includes motors and control panels as well as electrically actuated components such as solenoid valves or instrumentation included with the screw press.
- 3.3.6 Product data sheets for any gear reduction units addressing range of operating speeds, gear drive train components, gear assembly operating life and AGMA certifications.
- 3.3.7 A description of any additional appurtenances required for this application beyond the scope of supply. These components may include a polymer dosing system or conveyors required to move the sludge cake onto the existing conveyor. Include proposed layout and dimensions.
- 3.3.8 Periodic maintenance schedule. Include any regular service tasks needed to be

- performed by an authorized service representative. List any additional equipment needed to perform these tasks. Include estimated O&M cost data.
- 3.3.9 Location of equipment fabrication and assembly. Include service locations and nearest service centers for the proposed equipment.
- 3.3.10 Anticipated schedules for submitting shop drawings, performing pilot testing, fabricating and delivering equipment, and commissioning equipment.
- 3.3.11 Terms and conditions for procurement. Include standard warranty and extended warranty details.
- 3.3.12 List of previous installations of similar equipment operating in aerobically digested sludge dewatering applications. Provide completion dates and number of presses installed for each project. Provide contacts for three customers who can be contacted regarding their experience with the proposed equipment operating on aerobically digested sludge.
- 3.3.13 Submit a total cost to perform pilot testing, fabricate, furnish/deliver, provide installation support, commission, and provide warranty service for a screw press as described in this RFP. The project will be competitively bid, and a construction contractor will be selected to install the proposed screw press. Provide a breakout of the total cost to:
 - Perform pilot testing. The cost shall include the full cost of operating the pilot including, but not limited to, screw press equipment, polymer preparation and dosing equipment, and staff to run the equipment.
 - Furnish and deliver the equipment to the Kenai WWTF. The cost shall include the full cost to furnish and delver the proposed screw press, polymer injection and inline mixer equipment (if applicable), and sludge flocculation equipment.
 - Commission and provide on-site service, performance testing, and warranty service. The cost shall include everything required to commission and provide warranty service for the proposed equipment.

4.0 PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below.

4.1 Letter of Transmittal

Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.

List name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.

The letter must be signed by a corporate officer or other individual who has the authority to bind the firm.

4.2 Supplier's Track Record & Availability

Detail the firm's experience in the same or similar areas of expertise.

Provide at least three (3) references, preferably Alaska based, for which your firm has provided the same or similar services. Include a point of contact, telephone number, e-mail address, and a brief description of the services provided.

4.3 Operation & Maintenance

Provide specific and sufficient detail of the equipment's performance data. Detail how your equipment is suitable for our needs and appropriate for the site conditions. Highlight maintenance requirements, anticipated maintenance costs and service requirements. Detail the availability of parts. Staff's availability to assist with warranty issues. Detail location of parts/warranty services in relation to Alaska.

4.4 Integration

Provide specific detailed information on equipment dimensions, and how we can expect it to fit within our existing facilities. Explain your overall confidence that the equipment will fit and operate under our operating conditions. Equipment will eventually be tied into Owner's SCADA system (Wonderware) by a system integrator under a separate contract. Control panel for both press and other appurtenances shall be capable of communicating common parameters back to SCADA

4.5 Cost Proposal

The Cost Proposal consists of the following 3 documents and is to be provided in a separate sealed envelope from the technical proposal. The City will not open the cost proposal until after evaluations are complete.

4.5.1 Cost Proposal Form

Complete the Cost Proposal Form provided with this RFP.

4.5.2 Detailed Breakdown

Provide a detailed breakdown of the Total Not to Exceed Lumps Sum on the Cost Proposal Form. Breakdown shall be separated by Task, and include a detailed spreadsheet showing man hours per position description and all other expenses anticipated to complete each Task.

4.5.3 Fee Schedule

Provide a fee schedule of personnel rates per position description with both straight and overtime rates, and any mark-up or charges associated with subconsultants, travel, mobilization, communications, freight, equipment, consumables, printing, etc. for your firm and for each of your sub-consultants. Clearly show where Overhead and Profit is included in the rate/charge or what percentage is to be applied.

5.0 EVALUATION PROCESS AND CRITERIA

5.1 Evaluation Process

A committee of individuals representing the City of Kenai will perform evaluation of the proposal. The committee will rank the proposal as submitted based on the criteria presented in Section 5.3.

5.2 Sludge Sampling & Laboratory Analysis

Each of the proposers will be sent a sample of the aerobically digested sludge solids currently produced at the Facility (up to 10 gallons). Proposers will then apply simulated treatments at the laboratory scale in order to estimate the performance of their equipment on the sludge at full scale.

5.3 Criteria

Ranked criteria will be used to determine the best value proposal. Proposals will be evaluated using the weighted categories described below. A numeric score between zero and ten will be assigned to each proposal for each category. The proposal determined to best meet the criteria of a category will be assigned a value of ten. The other proposals will be assigned a score based on how far off they are from the highest ranking proposal.

5.3.1 Supplier's Track Record and Availability (20 points)

This category accounts for experience in similar equipment installations as well as the ability of the supplier to provide the required services.

5.3.2 Operation and Maintenance (20 points)

This category weighs the equipment's performance data and ability to meet the operating conditions. Ease of maintenance, maintenance costs, and service requirements are also included.

5.3.3 Integration (30 points)

This category represents the ease of equipment integration into the existing treatment facility. This includes dimensions, configuration, and required appurtenances and equipment. Overall confidence in the ability of the equipment to meet the scope of work is assessed under this criterion.

5.3.4 Cost (30 points)

The lowest total cost will be assigned the full score. The remaining proposals will be assigned a fraction of the full score in proportion to the cost difference.

6.0 SELECTION PROCESS

The Proposer with the highest total evaluation points may be invited to enter into contract negotiations with the City of Kenai. If an agreement cannot be reached with the highest ranked Proposer, the City shall notify the proposer and terminate the negotiations. If proposals are submitted by one or more other proponents determined to be qualified, negotiations may then be conducted with such other proposers in the order of their respective rankings. This process may continue until successful negotiations are achieved. The City of Kenai reserves the right to reject any and all proposals submitted.

7.0 APPEAL PROCEDURE

Any party submitting a proposal for this procurement and who believes that they are adversely affected by the City's 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's Public Works Director. All protest appeals must be filed with the City within 10 days of the issuance of the City's notice of its intent to award the contract. The City Manager will decide the appeal. The protest appeal must be in writing and shall include the following information:

- A. the name, address, e-mail, and telephone and facsimile numbers of the protester;
- B. the signature of the protester or the protester's representative;
- C. identification of the solicitation or contract at issue;
- D. a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and,
- E. the form of relief requested.

The protest appeal may be hand-delivered, faxed, or sent by U.S. mail with postage prepaid to the attention of the Public Works Director, 210 Fidalgo Avenue, Kenai, AK 99611. Regardless of the method of delivery chosen by the protester, all protest appeals must be actually received by

the City within 10 calendar days of the issuance of the City's notice of intent to award. If the tenth 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.

The City Manager shall decide the protest appeal and issue a written decision under the following general procedures:

- A. If the City Manager sustains a protest in whole or in part, the City Manager shall implement an appropriate remedy.
- B. 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.
- C. Notwithstanding subsections A and B immediately above, if the City Manager sustains a protest appeal in whole or part, the protester's damages shall not exceed the reasonable proposal preparation costs.

The City Manager shall deliver his or her determination of the protest appeal in writing to the protester by hand-delivery at the protester's place of business or other address or via U.S. Mail or facsimile, and shall be effective immediately upon receipt if hand-delivered, upon receipt of delivery confirmation if sent by facsimile or, if mailed, three days after placement in the U.S. Mail.

A party filing a protest appeal may appeal the City Manager's decision to the Kenai Superior Court.

8.0 SAMPLE CONTRACT OR MINIMUM MANDATORY CONTRACT PROVISIONS

In addition to carefully reading all of the information in the RFP, all Proposers must carefully read and review the attached sample contract. The successful Proposer shall be required to enter into a Contract with the City of Kenai, which will be substantially similar to the sample.

Therefore, the Proposer must identify any proposed changes to the sample Contract per the procedures detailed in Section 1.3 of this RFP.

If no changes are made, the proposer shall be deemed to have accepted the sample contract. If the respondent makes changes, such changes will be considered in any negotiations with the City. Changes made to the sample contract shall not be considered during the evaluation process.

CITY OF KENAI COST PROPOSAL FORM

In submitting this proposal, we certify a Addenda Nos, and under this proposal, we hereby agree to identified on this proposal.	have included their provisions ir	our pro	oposal. If awarded a contract
For Evaluation Purposes a breakdown of	of all costs shall also be included	l.	
TOTAL NOT TO EXCEED LUMP SUM, fo	r all services required	:	\$ Numerical amount
Dollars			
	Written Amount		
Firm Name			
Address			
City	State		Zip
Telephone	Fax		
E-mail address:			
Representative	Title		
By executing this proposal I certiconsulting firm or other business	-		ne Consultant or
Signature	Date		

This Cost Proposal Form and other Cost Proposal documents are to be submitted in a separate sealed envelope.

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Contractor's Printed Name: Contractor's Fed. Tax ID #:	**** All-America City	THE CITY OF KI SHORT FORM AGR This agreement is not valid until proper and accompanied by a valid City of b	EEMENT rly signed by the parties	City of Kenai 210 Fidalgo Ave. Kenai, AK 99611 907-283-8236
CONTRACTOR WILL PROVIDE THE CITY OF KENA	AI THE FOLLOW	ING SERVICE(S);		
Interpretation: The following documents are incorpord. Addenda 2. Bid Specifications / Drawings / Instructions to Bidde 3. This Short Form Agreement 4. General Conditions (See page two / reverse of this 5. Contractor's Bid	ers		g order of precedence:	
Contractor's compensation will be (In words and num	bers):			
Time of commencement and completion:				
BY SIGNING BELOW, THE CONTRACTOR HEREB ACCEPTS ALL TERMS AND CONDITIONS OF THIS CONDITIONS	Y AFFIRMS THAS AGREEMENT	AT HE OR SHE HAS READ AND INCLUDING THE GENERAL	Contractor's Addre	ss & Phone / Fax Numbers:
Contractor's Signature		Date		
Recommended by:	Purchase Orde	er Number:	Approved by City Manag	ger:
Signature Date			Signature	Date

Short Form Agreement Revised 4-4-2013

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 and automobile liability insurance with minimum coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence. 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 and automobile liability insurance. The certificates of insurance must reference the specific contract by name and project number. Workers compensation insurance must be endorsed for waiver of subrogation against the City. 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 Revised 4-4-2013

Tax Compliance Certification Kenai Peninsula Borou Finance Department

144 N. Binkley Street

ough t	
Phone: (907) 714-2197 or: (907) 714-2175 Fax: (907) 714-2376	

Soldotna, Alaska 99669-759 www.kpb.us	9	14-2175 14-2376		
1.) Fill in all information requested.	2.) Sign and date. 3.) Sub	mit with solicitation	, or other.	For Official Use Only
Reason for Certificate:		For Depar	tment:	
☐ Solicitation ☐ Other:		Dept. Co	ntact:	
Business Name:		1	<u> </u>	
Business Type:	☐ Individual ☐ Corp	poration 🗌 Par	tnership Ot	her:
Owner Name(s):				
Business Mailing Address:				
Business Telephone:		Business Fo	ax:	
Email:			•	
contracting to do business with will be awarded to any individual several areas of taxation.	al or business who is found	to be in violation	of the Borough C	Code of Ordinances in the
REAL/PERSONAL/BUSINESS PRO ACCT. NO.	ACCT. NAME	YEAR LA		BE COMPLETED BY KPB) BALANCE DUE
Acci. No.	7.001.177.01	TE/ (IC E/ C	0117410	DALANCE DOL
KPB Finance Department (signatur	e required)	Date		ance 🗌 Not in Compliance
SALES TAX ACCO				BE COMPLETED BY KPB)
ACCT. NO.	ACCT. NAME	FILED THRU	M/F's	BALANCE DUE
			In Compli	ance 🗌 Not in Compliance
KPB Sales Tax Division (signature re	equired)	Date		
CEPTIFIC ATION! I		the	h	ereby certify that, to the
CERTIFICATION: I,(Name		(Title)	, 11	cross coming man, to me
best of my knowledge, the above	intormation is correct as a	ot .		

Signature of Applicant (Required)