

# Invitation to Bid

Project: 2023 CHEMICALS BID

Release: June 1, 2023

Last day for Questions: June 8th, 2023 by 10:00am

Bids Due Date: June 15, 2023, no later than 10:00am

Kenai City Hall

210 Fidalgo Avenue

Kenai, AK 99611

ATTN: Director of Public Works

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Attachments: Specifications



# **Advertisement for Bid**

Project Name: 2023 Chemicals Bid

Last Day for Questions: No later than 10:00am June 8, 2023

Bid Due Date and Time: No later than 10:00am June 15, 2023 at City Hall

Scope of Work: Annual Supply Contract to furnish and deliver Sodium Bisulfite, Sodium Hypochlorite, Polymer and lime to the City of Kenai Wastewater and Water Treatment Plants. See bid documents for a full list of requirements.

Bidders should contact the Public Works Department at (907) 283-8236 to be placed on the plans holders list. Questions may be submitted to <a href="mailto:publicworks@kenai.city">publicworks@kenai.city</a>.

Bids must be emailed to <a href="mailto:publicworks@kenai.city">publicworks@kenai.city</a> clearly marked with the project name. Bid documents can be obtained on City of Kenai's website at <a href="mailto:www.kenai.city">www.kenai.city</a> at no cost, or hard copies at City Hall for a non-refundable fee of \$20.00 including sales tax for each set of documents.

Publish: Anchorage Daily News- June 1, 2023 or 1st available

Peninsula Clarion – June 1, 2023 or 1st available

# 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 Public Works Department Administrative Assistant by phone (907) 283-8236 or by email at <a href="mailto:publicWorks@kenai.city">PublicWorks@kenai.city</a>.

Project Name: 2023 Chemicals Bid

Last Day for Questions: No later than 10:00am June 8, 2023 Bid Due Date and Time: No later than 10:00am June 15, 2023

### 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.

#### 4. CONDITIONS AFFECTING THE WORK

The Bidder shall examine carefully the site(s) of the proposed work and the bid documents before submitting a bid. The submission of a bid shall be an admission that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the bid documents.

The City assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this Agreement, unless such understanding or representations are expressly stated in the bid documents or Addenda.

The Bidder shall include in their bid, sufficient sums to cover all items required by the Agreement and the conditions of the site(s), and shall rely entirely upon their own examination in making their bid. The submission of a bid shall be taken as prima facie evidence of compliance with this paragraph.

If information or documentation required for submitting an accurate and complete bid is absent from these documents, the Bidder is required to notify the Public Works Director by facsimile (907) 283-3014, or by e-mail to <a href="mailto-publicWorks@kenai.city">PublicWorks@kenai.city</a>.

# 5. SECURITY TO BE FURNISHED BY BIDDER [Not required for this procurement]

If the bid exceeds \$100,000, a certified check, bank cashier's check, or bid bond, made payable to the City of Kenai amount equal to five (5%) percent of the total bid, shall accompany each bid as evidence of good faith, a guarantee that if awarded the agreement, the Bidder will execute the agreement and give bond as required. All Bidder's checks or bid bonds will be retained until the successful Bidder has entered into a satisfactory agreement and furnished bonds, as required. The successful Bidder shall furnish the City a Performance and Payment bond in the full amount of the Agreement and shall maintain the Bond in force during the continuance of the Agreement. The bonds must be furnished prior to the City's execution of the Agreement. The Bond shall be for the faithful performance of the Agreement in all respects including, but not limited to, payments for all materials and labor. All alterations, extensions of time, additional work, and other changes authorized by the Agreement Documents may be made without securing the consent of the Surety or Sureties. Power-of-Attorney for the person signing the Bond for the Surety must be submitted with the Bond. These bonds, in whatever amount required by the specific agreement, shall be administered and deemed governed by the provisions of Alaska Statutes Title 36, Chapter 25, and shall comply with all requirements for payment and submission of claims as provided by that chapter.

#### 6. LICENSING

Alaska State Statutes requires that all businesses wishing to engage in business in Alaska obtain license(s). All Bidders are required to furnish with their bid, the applicable, current licenses required to perform the work. Applicable licenses may include the following: Contractor's License, Specialty Contractor License, and Alaska Business License. Failure to submit license(s) with the bid may result in rejection of the Contractor's bid.

### 7. TAX COMPLIANCE CERTIFICATE

No agreement will be awarded to any individual or entity that is in violation of the tax laws of the City of Kenai or the Kenai Peninsula Borough unless the violation is cured within ten business days of notice. The Tax Compliance Certificate must be signed by the Bidder only and submitted with the bid. The City will obtain verification of tax compliance from the Kenai Peninsula Borough for the successful bidder. Bids submitted without a completed Tax Compliance Certificate 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 <a href="mailto:PublicWorks@kenai.city">PublicWorks@kenai.city</a>. 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 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 or lump sum 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.
- It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" on the Bid Form are approximate only for use as a basis for comparison of bids and are not to be taken to be either representations or

warranties. The City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.

- 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
  - o Tax Compliance Certificate
  - Applicable Licenses
  - Non-Collusion Affidavit
  - Request for Consideration as Local Bidder Form (if applicable)
  - Bid Bond with Power of Attorney (If bid exceeds \$100,000.00)
- 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:publicworks@kenai.city">publicworks@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.
  - o 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 Public Works Director. 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. AGREEMENT AND PERFORMANCE AND PAYMENT BOND SIGNATURE INSTRUCTIONS WHEN BONDS ARE REQUIRED [Not required for this procurement]

The successful Bidder shall insert the full name and business of the Contractor in the Agreement and on the Performance and Payment Bond, hereinafter the Bond.

If the Contractor is a partnership or joint venture, all partners or joint ventures shall sign the Agreement and the Bond except that one partner or one joint venturer may sign for the partnership or joint venture when all other partners or joint venturers have executed a Power of Attorney authorizing one partner or joint venturer to sign. The Power of Attorney shall accompany the executed Agreement and the Bond.

If the Contractor is a Limited Liability Company (LLC), a person with appropriate authority to bind the LLC shall execute the Agreement and Bond unless a Power-of-Attorney or Corporate Resolution accompanies the executed Agreement and Bond.

If the Contractor is a corporation, the President or Vice-President and Secretary or Treasurer of the corporation shall execute the Agreement and the Bond unless a Power-of-Attorney or Corporate Resolution accompanies the executed Agreement and Bond.

The Bond shall be returned undated as to Agreement Date. The Agreement Date shall be inserted on the Agreement when the City signs the Agreement and the Bond shall be dated the same as the Agreement Date.

### 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

Bidder hereby agrees that the material offered will meet all the requirements of the specifications in this solicitation unless alternates have been deemed acceptable by the City. Manufacturer's names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Alternates will be approved via addenda, and only via addenda. Request for alternates must be submitted no later than the Last Day for Questions in the Advertisement for Bid. An alternate must be requested via email sent to the addresses in section 1 with an explanation giving in detail the extent of the alternate, the reason for which it is requested, and why the City should approve the alternate. Provide as much detail as possible. If multiple models or options are provided with your submittal data clearly indicate which you are requesting. The City of Kenai will be the sole judge of whether an alternative is acceptable to the items specified.

## CITY OF KENAI BID FORM

TO: City of Kenai

Public Works 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, Supplemental General Conditions, General Conditions, Drawings and Specifications, Request for Proposal / Invitation to Bid, Instructions to Bidders, this Bid Form, Advertisement, Bonds, Releases, Affidavits, and supplemental documentation (e.g. Grant documentation, Title 36 or other State Statues), and the location(s) where work is to be performed for the project, and that the Bidder has satisfied themselves as to the contractual requirements, and quantity and condition of work involved.

It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" on the Bid Form are approximate only for use as a basis for comparison of Bids and are not to be taken to be either representations or warranties. The City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.

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
- 3. Applicable Licenses
- 4. 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\*
- 3. Power of Attorney and/or Corporate Resolution (See Instructions to Bidders)

\* Refer to the General Conditions for insurance requirements. Note the additional insured and waiver of subrogation requirements.

# TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder agrees to commence and complete work as follows: NTP through June 30, 2024.

<u>Liquidated Damages</u>. This work shall not be subject to liquidated damages, however Contractor's failure to deliver contracted materials within fourteen calendar days of Owner's request may result in immediate termination of this agreement.

# **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 forty-five (45) 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 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.

I have received the Bid Documents for the Project: 2023 Chemicals Bid

- 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 labor and materials and to accomplish the work in accordance with the Bid Documents.
- 5. To accomplish Substantial Completion as specified above in TIME OF COMPLETION.

DELIVERY LOCATION	BID ITEM	UNIT PRICE BID	ESTIMATED ANNUAL USAGE AND DELIEVERY FREQUENCY	TOTAL ESTIMATED ANNUAL COST (UNIT PRICE X EST ANNUAL USAGE)
Wastewater Treatment Plant 600 S. Spruce St.	3000lb. tote of Sodium Bisulfite 38% to 40%		3 totes per year. Delivered at 1 tote every 4 months.	
	275 gal tote of Sodium Hypochlorite 12.5%		13 totes per year. Deliveries every 6 weeks.	
	50 lb. bag of Mississippi ® Standard Hydrated Lime		50 bags (one pallet) per year. One delivery at Owners request.	
	55 gallon drum of emulsion polymer – Clarifloc C-6276		10 drums per year. Deliveries every 6 weeks.	
Water Treatment Plant 420 Shotgun Drive	275 gal tote of Sodium Hypochlorite 12.5%		32 totes per year. Deliveries every 6 weeks.	

**BASE BID TOTAL:** (All work as required in the base Bid in accordance with Specifications and Drawings)

	\$ (In figures)	
\$		Dollars
(Amount Written in Words)		

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

# Tax Compliance Certification Kenai Peninsula Borough Finance Department

144 N. Binkley Street

Phone: (907) 714-2197

Soldofna, Alaska 99669-/599 www.kpb.us		or: (907) 714-217 Fax: (907) 714-237	
1.) Fill in all information requested. 2	2.) Sign and date. 3.) Submit	with solicitation, or oth	er. For Official Use Only
Reason for Certificate:		For Department	t:
☐ Solicitation ☐ Other:		Dept. Contact:	
Business Name:			·
Business Type:	☐ Individual ☐ Corpor	ation 🗌 Partnershi	p Other:
Owner Name(s):			
Business Mailing Address:			
Business Telephone:		Business Fax:	
Email:			
contracting to do business with th	la Borough Code of Ordina ne Kenai Peninsula Borough I	nces, Chapter 5.28.14 be in compliance with	elow. If no, please sign below.) 10, requires that businesses/individuals in Borough tax provisions. No contract is Borough Code of Ordinances in the
REAL/PERSONAL/BUSINESS PROF	PERTY ACCOUNTS	TAX ACCOUNTS	S/STATUS (TO BE COMPLETED BY KPB)
ACCT. NO.	ACCT. NAME	YEAR LAST PAID	BALANCE DUE
		<u> </u>	In Commission of Makin Commission
KPB Finance Department (signature	required)	Date	In Compliance 🗌 Not in Compliance
SALES TAX ACCOU	NTS	TAX ACCOUNTS	/STATUS (TO BE COMPLETED BY KPB)
	ACCT. NAME	FILED THRU	M/F's BALANCE DUE
			☐ In Compliance ☐ Not in Compliance
KPB Sales Tax Division (signature rec	ųuired)	Date	
CERTIFICATION: I,(Name o	the		, hereby certify that, to the
(Name o best of my knowledge, the above i		(Title)	

Signature of Applicant (Required)



# **NON - COLLUSION AFFIDAVIT**

(To be executed and submitted with Bid Proposal)

I,	of ,
	Firm Name
being duly sworn, do depose and state	:
	n of which I am a member, who bid on the Contract the construction of that certain construction project
2023	Chemicals Bid
	of Alaska, have not, either directly or indirectly, ed in any collusion, or otherwise taken any action n connection with such Contract.
	Signature
	Name
	Title
	Date
ACKNOWL	EDGMENT
STATE OF ALASKA )	
)ss THIRD JUDICIAL DISTRICT )	
The foregoing instrument was acknowledge 2022, by	edged before me this day of,
	NOTARY PUBLIC for State of Alaska
	My Commission Expires:

Contractor's Printed Name:  Contractor's Fed. Tax ID #:	KENAI	THE CITY OF K SHORT FORM AGR This agreement is not valid until prope and accompanied by a valid City of	REEMENT erly signed by the parties	City of Kenai 210 Fidalgo Ave. Kenai, AK 99611 907-283-8236		
CONTRACTOR WILL PROVIDE THE CITY OF KE	NAI THE FOLLOW	ING SERVICE(S);				
Interpretation: The following documents are incor 1. Addenda / Addendum 2. Proposal / Drawings / Instructions to Bidders 3. This Short Form Agreement 4. General Conditions (See page two / reverse of t 5. Contractor's Proposal / Bid	•	•	g order of precedence:			
Contractor's compensation will be (In words and numbers):						
Time of common and and completion.						
Time of commencement and completion:						
BY SIGNING BELOW, THE CONTRACTOR HEREBY AFFIRMS THAT HE OR SHE HAS READ AND ACCEPTS ALL TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THE GENERAL CONDITIONS  Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Address & Phone / Fax Numbers: Accepts All Terms and Contractor's Accepts All						
Contractor's Signature	Durahasa Orda	Date	Approved by City Manage	705		
Recommended by:	Purchase Orde	er number:	Approved by City Mana	ger.		
Signature Date			Signature	Date		

Short Form Agreement Revised 07-01-2020

#### **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 07-01-2020

SAMPLE

Alaska Department of Commerce, Community, and Economic Development P.O. Box 110806, Juneau, Alaska 99811-0806

ALASKA BUSINESS LICENSE	
The licensee named below holds Alaska Business License Number  Covering the period of: through	
Line of Business:	
COMPANY NAME	
ADDRESS	
Owner: NAME OF OWNER	
This license shall not be taken as permission to do business in the state without having complied with The other requirements of the laws of the State of Alaska or of the United States.	
Alaska Department of Commerce, Community, and Economic Developn  Commissioner:	
This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.	
SAMP	LE
No STATE OF ALASKA	
Effective:  Expires: DEPARTMENT OF COMMERCE, COMMUNITY & ECONOMIC	
DEVELOPMENT Division of Occupational Licensing	
Division of Occupational Licensing	
Certifies that	
COMPANY NAME	
Is a Registered	
Specialty	
Commissioner:	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy certain policies may require an endorsement. A statement on this certificate does not confer rights to the

PRODUCER		CONTACT NAME:	312			
		PHONE (A/C, No. Ext):	FAX (A/C, No):	(C ) (B		
		E-MAIL ADDRESS:				
		INSURER(S) AFFORDING COVERAGE				
		INSURER A :		:		
INSURED		INSURER B:				
		INSURER C:				
		INSURER D:				
		INSURER E :				
		INSURER F:				
COVERAGES	CERTIFICATE NUMBER:		REVISION NUMBER:			
INDICATED, NOTWITH	HAT THE POLICIES OF INSURANCE LISTED BELOW STANDING ANY REQUIREMENT, TERM OR CONDITI ISSUED OR MAY PERTAIN, THE INSURANCE AFFO	ON OF ANY CONTRACT OR OTHE	ER DOCUMENT WITH RESPECT TO	WHICH THIS		

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSF	TYPE OF INSURANCE	ADD	SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
(	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
A	SHAME MADE K OCCUR	х	Х	7				MED EXP (Any one person)	\$	5,000
			+-					PERSONAL & ADV INJURY	\$	1,000,000
								GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000
	X POLICY PRO-								5	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	X ANY AUTO		-					BODILY INJURY (Per person)	\$	<u> </u>
12	ALL OWNED SCHEDULED AUTOS	X	X	)			a a	BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS	-	-					PROPERTY DAMAGE (Per accident)	\$	
								Underinsured motorist	\$	1,000,000
	X UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
A	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	4,000,000
	DED TRETENTIONS 10,000				170-170 pt - 170 pt -				\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X WC STATU- OTH-		
	ANY PROPRIETOR PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	1	_			pa		E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		X					E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

# Re: PROJECT NAME

Certificate Holder is an Additional Insured on General Liability & Automobile policies, but only with respect to work done by or on behalf or the named insured for the project referenced. The Certificate Holder is granted Waiver of Subrogation on the General Liability, Automobile and Workers' Compensation policies as respects the referenced project

CERTIFICATE HOLDER	CANCELLATION
City of Kenai	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
210 Fidalgo Ave Kenai, AK 99611	AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

### **SPECIFICATIONS**

# CITY OF KENAI 2023 CHEMICALS BID – FURNISH AND DELIVER

The City of Kenai is soliciting bids from vendors to furnish and deliver miscellaneous chemicals as follows and as further set forth in the Bid Documents (see Instructions to Bidders).

### CHEMICAL SPECIFICATIONS

# **Sodium Bisulfite 38% to 40%**

Sodium BisulfIte is used at the wastewater treatment plant (WWTP) to neutralize chlorine in the effluent prior to discharge into the inlet.

Sodium Bisulfite is a pale amber color solution containing 38% to 40% by weight Sodium Bisulfite (NaHS03).

# **Sodium Hypochlorite – 12.5%**

Sodium hypochlorite is used at the Well Houses to disinfect drinking water and at the WWTP to kill pathogens.

Appearance and odor: Pale yellow, clear liquid; pungent sulfur dioxide odor

# PACKAGING REQUIREMENTS

Sodium bisulfite and sodium hypochlorite shall be packaged in 275 gallon plastic totes or approved equivalent. Chemicals will be shipped in clean totes.

Standard hydrated Mississippi ® lime shall be packaged in 50-lb. bags. Clarifloc C-6276 Emulsion Polymer shall be packaged in 55 gallon drums.

Material Safety Data Sheets (MSDS) and/or Safety Data Sheets (SDS) must be furnished, at no charge, for each type of product delivered.

# **DELIVERY**

The Sodium Bisulfite shall be stored at temperatures and transported using methods as to not subject it to temperatures below 39 degrees Fahrenheit for more than 1 hour. It should be noted extended exposure to temperatures below 39 degrees Fahrenheit will cause the active agent in the solution to precipitate out. Sodium Bisulfite delivered at a temperature

less than 39 degrees Fahrenheit will not be accepted.

A box van truck with a lift gate will be used for delivery. Separation of the drums will be required for unloading using the lift gate. Each tote and/or drum shall be removed from any pallet or other extraneous packaging by the supplier at time of delivery. Note: Maximum delivery quantities at each facility should be confirmed prior to each shipment.

Product will be delivered to the following locations:

- Wastewater Treatment Plant 600 S. Spruce Street
- Water Treatment Facility 420 Shotgun Drive

City of Kenai personnel will notify the vendor by telephone or email approximately one week prior to the required delivery. The vendor shall make delivery within one week after receipt of notification from authorized City of Kenai personnel. The vendor will make accommodations to receive and remove the empty drums from previous deliveries. Delivery of chemicals to the facilities must be between the hours of 7 a.m. and 3 p.m.

### **PRICING**

All prices quoted shall be net and must be stated in dollars per unit as specified and shall include all costs including delivery FOB Kenai at locations stated above.

On the day this contract goes into effect, the City will pay the Unit Price as bid in the blocks on the Bid Form.

### PRICE ADJUSTMENTS

Quarterly pricing reviews will be required by the contractor with the adjustment determined as follows:

Future pricing reviews after the initial three months of this contract must be accompanied by sufficient documentation such as certified manufacturer, supplier, or third party delivery invoices, or other documentation acceptable to the City of Kenai's Finance Director. The pricing review shall verify the contractor's profit margin is not less or greater than that established at the time of contract award. The successful bidder must submit certified invoices documenting their profit margin immediately upon award of the contract to establish the contract's profit margin.

During the life of the contract, and for any and all pricing reviews, any price increase or decreases at the manufacturer's level shall be passed on to the City of Kenai via increase or reduction in the contract price, retroactive to the effective date of the change. Failure to do so may be cause for termination of contract.

### **FUEL SURCHARGES**

When the contractor incurs a fuel surcharge for delivery which is less or greater than the surcharge rate on the day of award of this contract, the contractor must adjust the fuel surcharge to the billing invoice as follows:

Payment: The contractor must provide a certified copy of the actual bill of lading for the first shipment under this contract to establish the base fuel surcharge. On future invoices the contractor must provide a certified copy of the actual bill of lading with the invoice for the payment. The bill of lading must reflect the freight charges and specifically identify any fuel surcharge as a separate line item. Surcharge amounts different from the contact's established base fuel surcharge amount will be added or deducted separately on the invoice.

Another acceptable form of documentation identifying the fuel surcharge would be in the form of a certified invoice from the freight company.

The bidder's unit price will be used for payment regardless of quantities of chemicals purchased. Annual amounts provided are estimates only.

Cash discounts quoted for prompt payment of invoices will not be considered as a factor in awarding of bids.

### **DRUM DEPOSIT**

There will be no onetime or individual drum deposit allowed. All costs shall be included in the unit prices.

# FEDERAL AND STATE LAWS, RULES AND REGULATIONS

The successful bidder will be required to meet all of the federal and state laws, rules, regulations and requirements.

The vendor that provides the delivery service is responsible for the safety of their delivery personnel, and equipment, and shall meet or exceed all federal, state, and local insurance requirements.