

Invitation to Bid

Project: 2021 KENAI MUNICIPAL AIRPORT (KMA) TRACTOR & MOWER

Release: November 20, 2020

Last day for Questions: December 1, 2020 by 12:00pm

Bids Due Date: December 8, 2020, no later than 12:00pm

Kenai City Hall 210 Fidalgo Avenue Kenai, AK 99611 ATTN: Director of Public Works Or by email at scurtin@kenai.city

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Advertisement for Bid

Project Name: 2021 KENAI MUNICIPAL AIRPORT (KMA) TRACTOR & MOWER Last Day for Questions: No later than 12:00pm December 1, 2020 Bid Due Date and Time: No later than 12:00pm December 8, 2020 at City Hall

Scope of Work: The City of Kenai seeks bids from qualified manufacturers for a new Airfield Maintenance Tractor and Mower. Acceptable manufacturers and models include Case Maxxum 135, John Deere 6130M or approved equivalent. Mower shall be a twenty foot wide bat wing type rotary mower. Download 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 <u>publicworks@kenai.city</u>.

Bids must be delivered in a sealed envelope clearly marked with the project name to the Public Works Department at the address above. Bid documents can be obtained on City of Kenai website at <u>www.kenai.city</u> or at City Hall for a nonrefundable fee of \$20.00 including sales tax for each set of documents.

Publish: <u>Anchorage Daily News</u>- November 20, 2020 <u>Peninsula Clarion</u> – November 20, 2020 or next available day

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 PublicWorks@kenai.city.

Project: 2021 KENAI MUNICIPAL AIRPORT (KMA) TRACTOR & MOWER Release: November 20, 2020 Last Day for Questions: December 1, 2020 by 12:00pm Bid Due Date and Time: December 8, 2020 by 12:00pm

Equipment Delivery Date: Delivered to Kenai, AK within 180 calendar days from Notice to Proceed.

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 <u>PublicWorks@kenai.city</u>.

5. SECURITY TO BE FURNISHED BY BIDDER

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 <u>PublicWorks@kenai.city</u>. 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
 - Tax Compliance Certificate
 - Applicable Licenses
 - Non-Collusion Affidavit
 - 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 <u>publicworks@kenai.city</u> 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.
 - 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 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

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, Invitation to Bid, Instructions to Bidders, this Bid Form, Advertisement, 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. Construction Schedule
- 4. 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.

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TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder agrees to commence and complete work as follows: Tractor, Mower and all other components as detailed within the specifications shall arrive in Kenai, AK within 180 Calendar Days from Notice to Proceed.

<u>Liquidated Damages</u>. Liquidated damages may be charged at One Hundred dollars (\$100.00) for each calendar day that expires that the contractor is unable to meet the indicated timelines indicated within the 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.

<u>BID GUARANTEE</u>: 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: 2021 KENAI MUNICIPAL AIRPORT (KMA) TRACTOR & MOWER

I have received Addenda No(s). ______ and have included their provisions in my proposal.

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

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

Contractor shall complete all requested bid information on the attached Bid Schedules.

Bid Schedule

Base Bid – Tractor	\$
Base Bid - Mower	\$
Freight – FOB Kenai, AK	\$
Base Bid Total	\$
Base Bid Total in Words	
Optional Items	
12.1 OEM Front Hood Guard	\$
12.2 OEM Front Fenders	\$
12.3 Storage Tool Box	\$
12.4 AM/FM Radio with Bluetooth	\$
Total Bid – Tractor, Mower, all Optional Items including Freight	\$
Base Bid Total in Words	

In the event the Total Bid exceeds the Owner's budget for the Work, Owner reserves the right to award to any combination of Base Bid and Optional Items that provides the best value to the City.

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

Kena	mpliance Ce i Peninsula E	Boroug			
FI 144 N. Binkley Street Soldotna, Alaska 99669-7. www.kpb.us	nance Departr ⁵⁹⁹	Phor	ne: (907) 714- or: (907) 714- ax: (907) 714-	2175	
1.) Fill in all information requeste	d. 2.) Sign and date. 3	.) Submit wit	h solicitation, or	other.	For Official Use Only
Reason for Certificate:			For Departm	ent:	
Solicitation Othe	er:		Dept. Conta	ct:	
Business Name:					
Business Type:	🗌 Individual 🗌	Corporatio	on 🗌 Partne	rship 🗌 Ot	her:
Owner Name(s):					
Business Mailing Address:					
Business Telephone:			Business Fax:		
Email:					
REAL/PERSONAL/BUSINESS I	ACCT. NAME		TAX ACCOL YEAR LAST P		BE COMPLETED BY KPB) BALANCE DUE
KPB Finance Department (signat	lure required)		ate	🗌 In Compli	ance 🗌 Not in Compliance
SALES TAX AC	COUNTS		TAX ACCOU	NTS/STATUS (TO	BE COMPLETED BY KPB)
ACCT. NO.	ACCT. NAME		FILED THRU	M/F's	BALANCE DUE
KPB Sales Tax Division (signature	e required)		ate	_ 🗌 In Compli	ance 🗌 Not in Compliance
	me of Applicant)		(Title)	, h	ereby certify that, to the
best of my knowledge, the abo	ve information is correc		Date)	Signature of A	Applicant (Required)

IF ANY BUSINESS IS CONDUCTED OR IS AWARDED A BID WITHIN THE KENAI PENINSULA BOROUGH YOU MUST BE REGISTERED TO COLLECT SALES TAX. THE SALES TAX DEPARTMENT CAN BE REACHED AT (907) 714-2175.

NON – COLLUSION AFFIDAVIT

(To be executed and submitted with Bid Proposal)

I, ______of ______, Firm Name

being duly sworn, do depose and state:

I, or the firm, association, or corporation of which I am a member, who bid on the Contract to be executed by the City of Kenai, for the construction of that certain construction project designated as:

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located at Kenai, Alaska in the State of Alaska, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such Contract.

	Signature
	Name
	Title
	Date
ACKNOWI	LEDGMENT
STATE OF ALASKA	
)ss THIRD JUDICIAL DISTRICT)	
The foregoing instrument was acknow 2021, by	ledged before me this day of
	NOTARY PUBLIC for State of Alaska

My Commission Expires: _____

Contractor's	Printed	Name:
--------------	---------	-------

Contractor's Fed. Tax ID #:



THE CITY OF KENAI SHORT FORM AGREEMENT

This agreement is not valid until properly signed by the parties and accompanied by a valid City of Kenai Purchase Order City of Kenai 210 Fidalgo Ave. Kenai, AK 99611 907-283-8236

CONTRACTOR WILL PROVIDE THE CITY OF KENAI THE FOLLOWING SERVICE(S);

Interpretation: The following documents are incorporated herein by reference and shall be given the following order of precedence:

1. Addenda

2. Proposal / Drawings / Instructions to Bidders

3. This Short Form Agreement

4. General Conditions (See page two / reverse of this form if double sided)

5.Contractor's Proposal

Contractor's compensation will be (In words and numbers):

Time of commencement and completion:

		AFFIRMS THAT HE OR SHE HAS READ AND AGREEMENT INCLUDING THE GENERAL		Contractor's Address & P	hone / Fax Numbers:
Contractor's Signature		Date			
Recommended by:		Purchase Order Number:	Арр	roved by City Manager:	
Signature	Date		Sign	ature	Date

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 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.

<u>CONTRACTOR'S RELEASE AND AFFIDAVIT OF PAYMENTS</u> <u>OF DEBTS AND CLAIMS ("Release")</u>

PROJECT NAME: 2021 KENAI MUNICIPAL AIRPORT (KMA) TRACTOR & MOWER

The undersigned, being first duly sworn, deposes and says:

1. That pursuant to this contract for project ______between the undersigned and the City of Kenai dated _______the undersigned hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for materials and equipment furnished for all work, labor, and services performed and for all known indebtedness and claims for which the Contractor or the City of Kenai is or may become liable in connection with performance under this contract. The Contractor warrants that he has made diligent search and inquiry to determine the existence of any such claim, debt, or liability and that all such obligations, whether liquidated, unliquidated, or disputed, have been satisfied.

2. The Contractor further certifies he did not extend any loan, gratuity, or gift of money of any form whatsoever to any employee or agent of the City, that he did not rent or purchase any equipment or materials from any employee of the City, nor to the best of his knowledge, from any agent of any employee of the City, and that he has not made any promise to an employee or agent of the City to do or undertake any such action after completion of the subject contract.

3. Pursuant to the above-described contract and in consideration of the final payment in the amount of \$______, the undersigned Contractor hereby releases and discharges the City of Kenai, its officers, agents and employees of and from any and all further claim, debt, charge, demand, liability, or other obligation whatsoever under or arising from said contract, whether known or unknown and whether or not ascertainable at the time of the execution of this instrument. This release is complete, final, binding and irrevocable.

4. The Contractor shall indemnify, defend, save and hold the City, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys fees resulting from Contractor or Contractor's officers, agents, employees, partners, attorneys, suppliers, and subcontractors' performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the City or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the City, its agents, or employees. Contractor and subcontractors shall also not be required to defend or indemnify the City for damage or loss that has been found to be attributed to an independent contractor directly responsible to the City under separate written contract.

CONTRACTOR'S RELEASE AND AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS ("Release")

If any portion of this Release is voided by law or court of competent jurisdiction, the remainder of this Release shall remain in full force and effect.

IN WITNESS WHEREOF, this Release has been executed this day	ay of, 2021.
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(Contractor's signature)

Title_____

ACKNOWLEDGMENT

)) ss

THIRD JUDICIAL DISTRICT

STATE OF ALASKA

THIS IS TO CERTIFY that on this	day of	, 2021, before the
undersigned, a Notary Public in and for	the State of Alaska, o	duly commissioned and sworn,
personally appeared		, who,
having produced satisfactory evidence of	identification, and havi	ng acknowledged the voluntary
and authorized execution of the foregoi	ing instrument for the	e purposes therein mentioned,
executed the above and foregoing instrum	ent.	

Notary Public for Alaska

My Commission Expires: _____

(NOTE: In case of a corporation, the attached Certificate of Authority must be completed by a corporate officer other than the one who signs above.)

SA	MPLE
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 Dev Commissioner:	
This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.	
SA	MPLE
No STATE OF ALASKA	
Effective: DEPARTMENT OF COMMERCE, COMMUNITY & ECONOMIC DEVELOPMENT Division of Occupational Licensing	
Division of Occupational Licensing	
Certifies that	
COMPANY NAME	
Is a Registered	
Specialty Commissioner:	

ACORD

1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVI BELOW. THIS CERTIFICATE OF INSUF REPRESENTATIVE OR PRODUCER, AND	ELY OR NEGATIVELY AMENE RANCE DOES NOT CONSTITU THE CERTIFICATE HOLDER.), EXTEND OR ALT	ER THE CO	VERAGE AFFORDED BY THE ISSUING INSURER(S),	THE POLICIES AUTHORIZED
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Public Works 210 Fidalgo Ave Kenai, AK 99611		AUTHORIZED REPRESE	NTATIVE		
ACORD 25 (2010/05)		© 19	88-2010 ACC	ORD CORPORATION. All	rights reserved.
-	The ACORD name and logo a	re registered marks	of ACORD		

City of Kenai

Minimum Performance Specifications

Acceptable tractor manufacturers/models include CASE MAXXUM 135, JOHN DEERE 6130M or approved equivalent.

1. TRACTOR – POWER TRAIN:

- 1.1. Engine:
 - 1.1.1. Diesel, turbocharged, developing a minimum of 130 HP at manufacturers rated engine RPM.
 - 1.1.2. PTO HP: Minimum 100 HP at manufactures rated Engine RPM.
 - 1.1.3. Displacement: Minimum 4.5 Liter.
- 1.2. Starting Aids:
 - 1.2.1. Glow plug system or grid or Thermostart or single shot canister type operated from inside the cab. The *JOHN-DEERE* Thermal Start Assist System is acceptable.
 - 1.2.2. Warning System: Audio/visual warning system to warn of high engine coolant temperature and low engine oil pressure.
- 1.3. Exhaust System: To include muffler and exhaust pipe with to be vertical exhaust with exit at top.
- 1.4. Air Intake System:
 - 1.4.1. Two (2) stage, dual element type, air cleaner.
 - 1.4.2. Air filter restriction indicator.
 - 1.4.3. To include pre-cleaner.
 - 1.4.4.
- 1.5. Cooling System:
 - 1.5.1. Viscous fan drive.
 - 1.5.2. Permanent type antifreeze protection to minus 60 degrees Fahrenheit
- 1.6. Oil System: To include spin-on type filter.
- 1.7. Fuel System:
 - 1.7.1. Capacity: Minimum 50 gallons, single tank only.
 - 1.7.2. To include spin-on type filter(s).

2. TRACTOR – DRIVE TRAIN:

- 2.1. Transmission:
 - 2.1.1. To be manufacturers standard transmission with reverser. To include easily accessed dash or column mounted forward/reverse lever that allows directional changes without using the clutch. To include minimum 16 speeds forward and reverse or variable drive.
 - 2.1.2. To provide a minimum forward road speed with the specified rear tires of 17 MPH.
 - 2.1.3. To provide traction to all four (4) wheels by a dash mounted switch.
 - 2.1.4. Transmission to include replaceable filter element, spin-on type where applicable.
- 2.2. Front Axle: To include limited slip or locking, differential.
 - 2.2.1. The front axle is to include a suspension system. The *CASE* suspended MFD axle system and the *JOHN-Deere* TLS system are acceptable.
 - 2.3 Rear Axle: To include differential lock/unlock.
 - 2.3 PTO: Rear drive PTO with dual speeds of 540 and 1000 rpm.

3. TRACTOR – CHASSIS:

- 3.1. Frame: Non-articulated
- 3.2. Steering: To be hydrostatic.
- 3.3. Brakes: Wet disc type, self-adjusting and self-equalizing.
- 3.4. Tires:
 - 3.4.1. Front: 520/60r28 or 540/65r24, 8 ply rated, R1 traction bar, minimum.
 - 3.4.2. Rear tires to be 650/60r38 or 600/65r38, minimum 8 ply rated, R1 traction bar, minimum. The R1W radial tire is acceptable.

4. TRACTOR – ELECTRICAL:

- 4.1. 12-volt negative ground system.
- 4.2. Single high ampere master electric switch wired to cut off power source from battery to the ground and remainder of electrical system. To be COLE HERSEE # 284-02.
- 4.3. Backup Alarm: Electronic, self-adjusting sound level, located on rear of unit.
- 4.4. Lighting:
 - 4.4.1. Shall be equipped with headlights, stop lights, tail lights, turn signals, and flashing warning lights.
 - 4.4.2. Interior dome light.
 - 4.4.3. Work Lights:

4.4.3.1. Two (2) each, adjustable, front, upper cab, LED.

- 4.4.3.2. Two (2) each, adjustable, rear, upper cab, LED.
- 4.4.3.3. Work lights to be separately switched by driver.
- 4.4.4. Strobe Lights:
 - 4.4.4.1. Shall be two (2) WHELEN LED L31 Series.
 - 4.4.4.2. To be mounted on top of cab and visible from all directions.
 - 4.4.4.3. Left Amber L31HAF / Right Blue L31HBF
 - 4.4.4.4. To be shock mounted (a rubber pad may be used).
 - 4.4.4.5. To be switched "HIGH/OFF/LOW' by driver. Lights to turn off with ignition switch.
- 4.5. Communications Package:
 - 4.5.1. To include an easily accessible inside the cab fuse block or positive and negative 12volt terminals for future installation of airport or city communication radio.
 - 4.5.2. Communications Radio Mounting Plate(s)/Bracket(s):
 - 4.5.2.1. Vendor is to provide a mounting plate(s)/bracket(s) for mounting of City owned radio, FAA radio and power supply.
 - 4.5.2.2. For radio mounting, one manufacturer has been using drilled and tapped (for 3/8-inch bolts) mounting points about 6 inches apart welded to the ROPS on either side of the cab.
 - 4.5.2.3. Plates can then be bolted on these mounting points by the City.
 - 4.5.2.4. On some of the units (wheel loaders) they have included a cover plate of heavy gauge steel bolted to these points, which the ROPS and provides even more area to mount our equipment.
 - 4.5.2.5. This mounting method has worked OK, but if a manufacturer has a better way of providing

a mounting point we can certainly look at it.

- 4.6. Antennas for Communications:
 - 4.6.1. To include two (2) Laird Tesco # 30955 antenna mounted on roof of cab with one antenna located on each side of cab and located as far away from the LED strobe mounted on roof cab as possible.
 - 4.6.2. Coax to be routed to radio mounting plate inside cab of tractor.
- 4.7. Wiring:
 - 4.7.1. All wiring to be color coded or continually numbered.
 - 4.7.2. Located for maximum protection from road splash, stone abrasion, grease, oil, fuel, and heat from engine and components.
 - 4.7.3. Routing through structural members to be protected by grommets.
 - 4.7.4. To be secured by clips at intervals to prevent rubbing or chafing due to movement. All wiring to be protected with wire loom.

5. TRACTOR – CAB:

- 5.1. Cab, insulated, shall be original equipment unitized to power unit and shall be certified ROPS.
- 5.2. Cab floor to be flat deck design (straddle mount design is not acceptable).
- 5.3. One (1) piece entry/exit doors.
- 5.4. Entry steps to include anti-skid treads.
- 5.5. To include grab handles.
- 5.6. Glass:
 - 5.6.1. Tinted (stick-on tinting is not acceptable).

5.6.2. Rear window to have tilt out capability for extra ventilation or emergency escape route.

- 5.7. Steering Wheel: To include tilt and telescopic feature.
- 5.8. Seat:
 - 5.8.1. To be multi-position with air ride suspension and swivel if available.
 - 5.8.2. To include arm rests.
 - 5.8.3. To include seat belt.
- 5.9. Heater and Defrosters: Defrosters to be ducted to windshield and to rear window, area(s).
- 5.10. Air Conditioning, OEM.
- 5.11. Front and rear windshield wipers with washers.
- 5.12. Sun visor, adjustable.
- 5.13. Rear View Mirrors: To include two (2) exterior extendable mirrors and one (1) interior mirror.
- 5.14.Keys: To be shipped with a total of four (4) ignition keys.

6. TRACTOR - INSTRUMENTATION:

- 6.1. Gauges/Indicators:
 - 6.1.1. Any and all gauges that show pressure, temperature, etc., are to be in U.S.A. measurements such as PSI, Fahrenheit, etc.
 - 6.1.2. Minimum dash mounted to include: Hour Meter, Tachometer, Fuel Gauge, Engine Coolant

Temp, Engine Oil Pressure or Light, Voltmeter or visual indicator, PTO engagement, Turn Signal Indicator,

7. TRACTOR - HYDRAULIC SYSTEM:

7.1. (*) To have minimum of 30 GPM total flow.

- 7.2. To provide four (4) separate control valves (SCV) for attachments, two (2) with float detent.
- 7.3. Valve controls to be mounted forward and to the right of operator's seat.
- 7.4. Diverter valves are not acceptable.
- 7.5. Mid-Mount hydraulics with Joy Stick controls typical for use with Front End Loader

8. TRACTOR- HITCH:

- 8.1. Three (3) point, category III with category II capability, hitch (including interchangeable hitch balls).
- 8.2. (*) Lift capacity: Minimum 7,000 pounds at 24 inches behind hitch balls.
- 8.3. Hitch raise/lower capability from both inside cab and from rear of tractor.
- 8.4. To include telescoping draw bar and lift arms.
- 8.5. To include rear drawbar clevis with pin and spring lock-down device. Rated for BATWING MOWER.

9. TRACTOR - WHEEL BASE:

9.1. Minimum length 102 inches.

10. BATWING – MOWER ATTACHMENT:

- 10.1.Twenty (20) foot wide Bat-Wing style rotary mower.
- 10.2. Provide basic manufacturer's product brochure.
- 10.3.Batwing rotary mower attachment, PTO powered by host unit, towed from rear of tractor. Rotary mower offered is to have been specifically designed to work on the tractor being provided.
- 10.4. For brush cutting, up to three (3) inch diameter, minimum.
- 10.5. Weight: Unit, as specified, to have a minimum weight of 6,500 pounds.
- 10.6. Power to unit will be provided by 1000 RPM PTO from host unit.
- 10.7. Primary (Transfer or Divider) Gearbox: Minimum 250 HP rated.
- 10.8. Side and Center Gearbox: Minimum 150 HP rated.
- 10.9. Cutting Width: Twenty (20) foot minimum.
- 10.10. Cutting Height Adjustment: Adjustable from two (2) on lower end to 14 inches, or greater.
- 10.11. Blade Tip Speed: Minimum 16,000 Feet per Minute.
- 10.12. Blades:
 - 10.12.1. To include; two (2) each complete sets of flat suction, style blades. One (1) set of the suction blades is to be installed onto the mower and the others are to be shipped loose.
 - 10.12.2. To include all required hardware (nuts, bolts, bushings if equipped, etc.) with each set. A 'complete set' is blades with hardware for all rotors.
 - 10.12.3. To include pan (stump jumper) for blade holder.

- 10.13. Wheels and Tires: To include maximum number and tire width offered by manufacturer for lower ground pressure, automotive style air filled tires (8ply) with heavy-duty wheels that are to be able to raise the mower deck hydraulically from the operator's seat.
- 10.14. Front and rear chain shields to provide protection from flying debris.
- 10.15. To include replaceable bolt-on edge wear strips on outer wing edges.
- 10.16. Raising/lowering to be accomplished hydraulically, from the operator's seat.
- 10.17. Hydraulics shall provide level lifting across the width of the cutter.
- 10.18. Hydraulics to include float from hoist Tractor.
- 10.19. Hydraulic hoses to include quick attach fittings with chained caps to match Tractor.
- 10.20. Driveline Protection: To include adjustable slip clutches. Shear bolts are not acceptable.
- 10.21. Hitch: Pull type with tongue jack and safety chain(s).
- 10.22. All pivot areas are to be serviceable.
- 10.23. Spring Suspension Axle or Walking Beam style suspension are acceptable on axle assembly

11. PUBLICATIONS:

11.1. Two (2) complete sets. Operators, parts, and service manuals. One (1) complete set to be paper version, 2nd operator's manual to be paper form, 2nd parts and service manuals can be electronic version.

12. Warranty:

12.1 Manufacturers standard warranty shall apply. Manufacturer shall have Alaska in state distributor, with warranty service center and stocked parts available.

13. OPTIONAL ITEMS TO BE PRICED:

- 13.1. O.E.M. Front Hood Guard
- 13.2. O.E.M. Front Fenders
- 13.3. Storage Tool Box
- 13.4. AM/FM Radio with Bluetooth

END OF SPECIFICATION

