



**INVITATION TO BID**

**FOR**

**COMPACT TRACK LOADER**

**ITB #20-09**

<b>Issue Date:</b>	<b>July 17, 2020</b>
<b>Pre-Bid Question Deadline:</b>	<b>July 27, 2020 @ 5:00 PM</b>
<b>Bid Deadline:</b>	<b>August 11, 2020 @ 2:00 PM</b>
<b>Bid Delivery:</b>	<b>Email: <a href="mailto:purchasing@fairbanks.us">purchasing@fairbanks.us</a></b>
<b>Bid Opening:</b>	<b>August 11, 2020 @ 2:00 PM</b>
<b>Purchasing Contact:</b>	<b>Christina Rowlett, Purchasing Agent</b>
	<b>Phone: 907.459.6779</b>
	<b>Email: <a href="mailto:purchasing@fairbanks.us">purchasing@fairbanks.us</a></b>

**Due to City Hall Closing again in response to the uptick in COVID-19 cases delivery of bids will currently be electronic. Bid tabulation will be posted on website following bid deadline.**

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**Announcement  
Invitation to Bid**

The City of Fairbanks is requesting bids from firms qualified and interested in providing:

**COMPACT TRACK LOADER**

**ITB #20-09**

**DESCRIPTION:** The City of Fairbanks is requesting bids for the purpose of providing a **new unused Compact Track Loader**.

**BID DOCUMENTS:** A copy of this ITB can be obtained on the City of Fairbanks website, [www.fairbanksalaska.us](http://www.fairbanksalaska.us). It is the Bidder's sole responsibility to check this website for additional information and / or addendums.

E-Mail proposals are due **PRIOR** to the deadline of **August 11, 2020, 2:00 PM**. Submit proposals to [purchasing@fairbanks.us](mailto:purchasing@fairbanks.us) by the deadline. Late bids will not be accepted – **NO EXCEPTIONS**. It is the Bidder's responsibility to confirm the bid documents are received.

**PUBLISHED:** Fairbanks Daily News Miner on July 19, 2020

## Section 1 – Instructions

1. **Communications:** The only communication concerning modifications, clarifications, questions, amendments, and addendums will be processed through the Purchasing Agent listed on the cover page. No contact with any other agents of the City is permitted, and will be grounds for disqualification. Any exceptions to this will be clarified in this document.
2. **Pre-Bid Questions and Information:** If a Bidder finds a discrepancy, error, or omission in this document they are instructed to contact the Purchasing Agent, listed on the cover page, who will issue written clarification that can be sent to all prospective Bidders. The City is not responsible for any oral instructions or communications with any other agents of the City except for the Purchasing Agent. All questions must be submitted to the Purchasing Agent by the deadline listed on the cover page of this document or a minimum of seven (7) business days prior to the bid due date. All answers will be issued in a written format.
3. **Pre-Bid Meeting:** A pre-bid meeting may be held for this ITB. If so, the date, time, and location will be listed on the cover page of this document. Project Managers and other staff may be available at this meeting to answer questions that have been submitted. Additional questions may be answered at this meeting and, if so, they will be documented and issued in an addendum. All questions and answers will be formalized and issued in an addendum. Attendance at this meeting is strongly encouraged or mandatory. **NOT APPLICABLE TO THIS BID**
4. **Modifications:** Clarifications, questions, amendments, and addendums may be made to this document by the City at any time prior to the bid submittal deadline. It is the Bidder's sole responsibility to check the City website for these updates and or addendums.
5. **Bid Submission:** All required documents must be submitted in an enclosed sealed envelope, box, or package and clearly marked with the ITB title, ITB number, submittal date and time, and the Bidder's company name, address, phone number and contact name. See example below.

Bidder's Company Name	
Address	
Phone Number	ITB Title
Contact Name	ITB Number
	Submittal Due Date and Time

All must be delivered to the City Clerk's office at 800 Cushman Street, Fairbanks, Alaska 99701 prior to the deadline listed on the cover page of this document. This responsibility rests entirely on the Bidders, regardless of delays with mailing or any other reasons. Bids can be accepted by the Clerk's office Monday – Friday between 8:00am – 5:00pm, except for City Holidays, which are listed on the City of Fairbanks' website. The Clerk's time stamp is the official time stamp of delivery.

- a. The accepting and opening of a bid document does not constitute the City's acceptance of the Bidder as a responsive and responsible Bidder. By accepting and opening of a bid, the City presumes the Bidders are familiar with the bid documents and agree and understand all requirements in this document.
  - b. All prices and notations must be typed or written in ink. Pencil markings will not be accepted. Any mistakes must be crossed out and initialed by the person signing the bid.
  - c. Bids will not be accepted via facsimile or email. Any electronic means will not be accepted unless specifically specified in this document.
  - d. All costs associated with preparation and presentation of this bid are the Bidder's responsibility. No pre-bid costs will be reimbursed to any Bidders. All documentation submitted to the City will become property of the City.
6. **Confidentiality and Proprietary Information:** If any information is confidential, it should be placed in a separate sealed envelope and marked CONFIDENTIAL. If any information is proprietary, an original shall be delivered which is clearly marked PROPRIETARY and an additional copy shall be submitted omitting the proprietary information for City use. The copy containing proprietary information will be solely for City use and then disposed of after the bid is awarded. The omitted copy will remain on file and part of the bid documents for future use or records requests.
7. **Exceptions:** Any exception must be clearly defined and referenced to the proper section or paragraph of this bid document. The exception must include the Bidder substitution language and explanation as to the reason why this would provide an equivalent or better service or product. If no exceptions are explained in this bid submittal, the City will assume the Bidder can perform accordingly. Any bids not meeting all requirements will be rejected.
8. **Bid Guarantee:** Per the Fairbanks General Code Sec. 54-163, bid security is required for all construction contracts. Bid security must be in an amount equal to at least:
- a. Ten percent (10%) of bid amount if bid amount does not exceed \$100,000; or
  - b. Ten percent (10%) of the first \$100,000 and five percent (5%) of the amount of the bid over \$100,000, up to a maximum of \$200,000 in security.
- NOT APPLICABLE TO THIS BID**
9. **Duplicate Bids:** The City will only accept one (1) bid per Bidder, including its subsidiaries, affiliated companies, organizations, or franchises. If multiple bids are received from the same Bidder, all bids from the Bidder will be rejected.
10. **Withdrawal or Corrections:** Bids may be withdrawn by written notice prior to the bid submittal deadline. Corrections may be made to bids submitted if prior to the bid submittal deadline.

11. **Rejection:** The City reserves the right to reject any or all bids and to waive any minor informalities or irregularities in bids received, if it is determined by the Purchasing Agent that it is in the City's best interest to do so. If Bidders fail to provide any requested information in the consideration stage of the bid process, their bid can be rejected. The City may reject any bid from Vendors who are in arrears or in default to the City on any contract, debt, or other obligation. The City may reject a bid if the Vendor has been debarred per Fairbanks General Code Sec. 54-297, or has violated any other section of the Fairbanks General Code. The City may reject a bid if the Vendor has been debarred by the State of Alaska or any Federal agency. The City has the right to reject all non-conforming, non-responsive, and unbalanced proposals. Discrepancies in the multiplication of unit price and quantity will be resolved in favor of unit price, as the requested quantities remain the same.
12. **Procurement Policy:** Procurement for the City is based on the Fairbanks General Code Sec. 54 – Procurement and any applicable State of Alaska statutes. The Fairbanks General Code is available online at [www.fairbanksalaska.us](http://www.fairbanksalaska.us).
13. **Non-Discrimination:** The City will not contract with any persons or entities that discriminate against employees or applicants for any reasons other than those related to job performance. All prospective Bidders will comply with all Federal, State, and local laws and policies that prohibit discrimination in the workplace. The City will not discriminate because of race, religion, color, national origin, ancestry, sex, sexual orientation, age, marital status, change in marital status, pregnancy, parenthood, physical or mental disabilities, genetic information, or political affiliation.
14. **Bid Signatures:** An authorized official must sign all bid documents. This signature will represent the company or entity and their ability to commit to the requirements in this document.
15. **Contract Award:** The City has the right to award by item, group of items, total bid, or any combination found to be in the best interest of the City. The City also reserves the right to contract with multiple entities for the same or like goods or services, if it is found to be in the City's best interest. The Bidder who the Notice of Award is made to will be notified at the earliest possible date. Notice of Intent to Award and actual Award will be submitted to the Bidder in writing. After receipt of Notice of Award, or the Notice to Proceed for all construction projects, the Contractor will execute and perform said contract.
16. **No Bid Response:** If Bidders do not respond to bid document, the City will continue to keep Bidders' information for future bids unless they specifically ask to be removed from Bidders list.
17. **Public Records:** All bids are subject to public records requests after award, with the exception of confidential and proprietary information. See paragraph 6 above for more information.

18. **Local Bidder Preference:** Per Fairbanks General Code Sec. 54-168, the awarding authority may award a contract based on solicited bids to the lowest responsive and responsible Bidder, after a local Bidders preference has been applied. Local Bidder preference is the lesser of 5% or \$50,000 for a construction contract and 5% or \$5,000 for any other contract. Local Bidder preference does not apply to bids involving federal funds.
19. **Disqualification of Bidders:** Any one or more of the following reasons may cause bids to be rejected:
- a. Communication with any other employees or agents of the City of Fairbanks during the bidding process, excluding those specifically listed in this bid document.
  - b. Evidence of collusion or other anticompetitive practices among Bidders.
  - c. Lack of competency as revealed by financial, experience, or equipment statements.
  - d. Lack of responsibility as shown by past work with the City of Fairbanks.
  - e. Uncompleted work under other current contracts which in the judgment of the City of Fairbanks, may prevent the prompt completion of additional work in this document.
20. **Discussions:** Discussion with Bidders may commence after bid opening to further clarify and or assure full understanding of solicitation requirements.
21. **Subcontractors:** All Bidders must disclose any and all subcontractors regardless of the dollar amount and the services they will provide within 7 days of Notice of Intent to Award. The list must include the company or subcontractor's name, business location, and evidence of the subcontractor's state business license.
22. **Bidder's Responsibilities:** The Bidder must be capable of providing all goods or services in this document, described in Section 2 – Specifications and / or Scope of Services. The Bidder must maintain these qualities until completion of the contract. If requested by the City, Bidder may be required to provide proof that Bidder is the manufacturer or an authorized dealer or re-seller. City requires manufacturer's warranty with all first holder benefits when applicable. The successful Bidder is responsible for all goods and services in this document whether they are provided or performed by successful Bidder or their subcontractor.
23. **City Participation:** The City of Fairbanks will provide appropriate personnel to support the successful Bidder during the course of the contract. The Project Manager will be named in this document or the Purchasing Agent will act as contact until additional personnel are named specifically.
24. **Disclosure of Contents:** All information in this bid document will be held in confidence and not discussed with other Bidders until award. All bids become the property of the City upon bid opening. Please review paragraph 6 above for additional information.

25. **Unusual Circumstances:** Where any unusual circumstances unforeseen by the City or the Contractor and which significantly affect the Contractor's ability or cost in providing goods or services, the Contractor may request cancellation of contract or adjustment to the costs. Significantly in this paragraph is defined as being beyond the control of the Contractor. The request must be documented in writing and may be denied.
26. **Contract Commencement:** Commencement of a contract shall not begin until all necessary documents are received and reviewed, all City approvals have been completed, including City Council approval for projects over \$250,000, and a purchase order is complete. Commencement of a contract without these requirements will be at the Bidder's sole risk and not compensated by the City.



## Section 2 – Specifications and/or Scope of Work

- A. **Introduction:** Through this solicitation, the City invites Bidders who meet the qualifications and specifications in this document to submit bids or proposal for the purpose of for a new, unused, COMPACT TRACK LOADER.
1. **General Information:** It is the intent of these specifications to describe the minimum requirement for a(n) new, unused COMPACT TRACK LOADER.
- a. The unit shall be of original factory manufacture and furnished fully assembled. All parts not specifically mentioned which are required for a complete unit shall conform in design, strength, quality of material and workmanship to the highest standards of engineering practice.
  - b. Unit shall be delivered ready for immediate operation and meet all Federal, State and local safety requirements.
  - c. The Unit shall be the manufacturer's standard and be equipped with the manufacturer's equipment and accessories which are included as standard in the published specifications for the unit. Manufacturer's descriptive literature, with itemized listing of equipment furnished, shall be submitted with bid. Bidders shall provide itemized listing of any deviation from this specification. If not so specified, all items furnished must be provided in accordance to this specification. All deviations from the manufacturer's standard or modifications to the COMPACT TRACK LOADER shall accompany the bid, in writing for consideration during the bid evaluation.
  - d. Unit shall have full warranty coverage as specified in manufacture's descriptive literature and warranty section of the ITB.
  - e. Bidder shall guarantee in-state availability of warranty, maintenance and parts or furnish by air shipment at no additional charge to the City during warranty period. If an instate warranty dealer is not available, then the City shall be authorized, in writing, by the manufacturer, to perform all warranty work. The dealer will reimburse the City for all labor and materials used during the warranty period at the established City labor rates and at delivered invoice prices.
  - f. It is the intent that this unit will have an anticipated operating life of ten (10) years. Therefore, the following questions shall be answered by the manufacturer:
    1. How long has the manufacturer been in the business of manufacturing this type of equipment? \_\_\_\_\_ years.
    2. Is the unit bid a current production model? \_\_\_\_\_ Yes \_\_\_\_\_ No
    3. Bidder has enclosed manufacturer's literature, specifications and all pertinent information concerning this bid? \_\_\_\_\_ Yes \_\_\_\_\_ No

4. Bid proposal was filled out thoroughly and all pertinent information requested was provided and any deviations thoroughly explained? \_\_\_\_\_ Yes \_\_\_\_\_ No

g. Bidder will specify date of delivery.

h. Final payment will be made on approval and acceptance by the City of Fairbanks Public Works Department that unit meets specifications as set forth in these bid documents.

i. Manufacturer’s statement of origin. The City will title and apply for government exempt license plates as required.

**2. Specifications:** When brand name or model numbers conflict with specifications, the specifications shall influence responses by Bidders, not the brand name or model number.

COMPACT TRACK LOADER. The unit shall be of original factory manufacture and furnished fully assembled. All parts not specifically mentioned which are required for a complete unit shall conform in design, strength, quality of material and workmanship to the highest standards of engineering practice.

<i><b>SPECIFICATIONS</b></i>	<i><b>COMPLY</b></i> (√)	<i><b>DESCRIBE EXCEPTION(S)</b></i>
<b>VEHICLE OPERATING WEIGHT:</b>		
A. 10,000 lbs/ 4535 kg minimum		
<b>DIMENSIONS:</b>		
A. NOT TO EXCEED 78” / 1981mm outside track width		
B. Maximum height of 85” / 2159mm		
C. Minimum height to bucked hinge 124” / 3149mm		
<b>ENGINE:</b>		
A. I-4 design		
B. 203 cubic inch / 3326 cubic cm displacement minimum		
C. 74 hp / 55KW and 194ft lb torque minimum w/ turbo charging		
D. Automatic on/off fan drive		
E. Must comply with Tier IV for final emissions regulation		
F. All oil, water and fuel filters as required by manufacturer		
G. Equipped with dual element air cleaner		
H. Extended life coolant / Adjusted to minus 60 degrees		
<b>PERFORMANCE</b>		
A. OPERATING CAPACITY, MINIMUM OF 2600LBS / 1170 KG		
B. TIPPING LOAD, 8000LBS/ 3628KG		

<b>SPECIFICATIONS</b>	<b>COMPLY</b> (√)	<b>DESCRIBE EXCEPTION(S)</b>
C. Hydraulic flow to be high capacity of 33.5gpm / 126 lpm		
D. Controls to be dual function i.e. selectable between ISO and H pattern		
E. Hydraulically controlled attachment locking		
<b>CAB INTERIOR: NO VINYL</b>		
A. Driver seat to be suspension, high back with air lumbar support with cloth upholstery.		
B. Interior rubber floor mats		
C. Seatbelt, manual with stop clip		
D. One (1) fixed-position cup holders, non-sliding		
E. High output heater/defroster and air conditioning with HVAC fresh air filter		
F. Standard stereo package		
G. Interior lighting to include door activated cab dome light		
H. Mounted Fire Extinguisher and First Aid Kit inside cab with easy access		
I. Installed rear view camera system		
<b>ELECTRICAL/ EXTERIOR LIGHTING SYSTEM:</b>		
A. To be 12-Volt multiplex electrical system with point to point wiring		
B. All chassis wiring to be color coded and continuously numbered		
C. Back-up alarm, 102DBA minimum, to be mounted inside frame to be out of the weather		
D. LED for all lighting		
E. One (1) LED mini-strobe bar Soundoff #EPL71PDMC mounted to the cab roof, <b>NO EXCEPTIONS</b>		
<b>CHASSIS WARRANTY:</b>		
A. OEM 12 month minimum basic vehicle		
B. OEM 36 month/ 150,000mile engine, including injectors & turbo(s)		
C. To include 60 month / 100,000 mile emissions warranty for all emission controls including emission related problems.		
D. Optional / extended warranty 60 month / 150,000mile transmission, rear axles/differential, and engine including turbo and injectors. COST: _____		
<b>CHASSIS MANUALS:</b>		
A. One (1) set parts and service manuals, CD, DVD or online format NOT acceptable. Must be in hard copy format.		

3. **Escalation Clause:** The Purchasing Agent may determine that an increase in the compensation to be paid to the Contractor under the contract is required when a substantial increase for costs of goods or services is needed to fulfill the terms of the contract, only when such circumstance is due to extreme market forces beyond the control of the Contractor and has already occurred. Contractor must submit a fully documented request for review of the pricing, no more than once per year, with the bid pricing being fixed for the first year of the contract.
4. **Estimated Quantities:** The quantities shown are estimates only and the City reserves the right to increase or decrease amount as circumstance may arise. The City reserves the right to make additional purchases of similar goods or services at the same price for up to one (1) year after commencement of Agreement or Contract and at original purchase.
5. **Award:** The City of Fairbanks anticipates awarding this contract AS A WHOLE.

### Section 3 – Standard Terms and Conditions

1. **Assignment / Transfer:** Assignment or transfer of this Agreement or Contract without written consent of the City of Fairbanks may be construed by the City as a breach of contract sufficient to cancel any Agreement or Contract at the discretion of the City.
2. **Inspection:** All goods and services are subject to inspection and approval by the City at all reasonable times, including inspection during manufacturing. Inspection and approval by City at Contractor's place of business or work site does not preclude rejection for defects upon discovery by subsequent inspection. Any goods or services rejected by the City shall be promptly repaired or replaced at Contractor's expense. Any and all costs incurred by the City in connection with the return of goods or rejection of services shall be at the Contractor's risk and expense.
3. **Risk of Loss:** Regardless of FOB point, Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
4. **Warranty:** Contractor warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications. Such goods shall be of good merchantable quality and fit for the known purposes for which sold, and are free and clear of all liens and encumbrances. Contractor and City agree that this order does not exclude, or in any way limit, other warranties provided for in this Agreement or Contract or by law.
5. **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Contractor when submitting invoice for payment. An Exemption Certificate is available upon request. - [Not applicable to this solicitation](#) -
6. **Invoices:** Invoices for goods must be submitted on date of complete shipment. Invoices for services must be submitted within 45 days after completion of services. Payment will be delayed if the invoice fails to reference the purchase order number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the purchase order. The City will provide payment 30 days after satisfactory delivery, acceptance, and receipt of invoice.
7. **IRS Form W-9 and Vendor Information:** Contractor must have on file with the City a current IRS Form W-9 and complete a vendor registration form before City will issue a purchase order to the Contractor.
8. **Compliance with Laws:** Contractor represents and warrants that the performance of this order and furnishing goods or services required shall be in accordance with the applicable standards, provisions,

and stipulations of all pertinent Federal, State, and City laws, rules, regulations, resolutions, and ordinances including, but not limited to, the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, and the Occupational Safety and Health Acts.

9. **Amendments:** No amendments, modifications, or supplements to this contract shall be binding unless in writing and signed by all authorized representatives of both parties.
10. **Termination:** When it is in the City's best interest, City may unilaterally cancel this Agreement or Contract at any time whether or not Contractor is in default of any of its obligations hereunder. With any such cancellation, Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City agrees that Contractor shall be paid for items and or services already accepted by City, but in no event shall the City be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this Agreement or Contract at any time for the failure of the other to comply with any of its material terms and conditions. All Bidders recognize that the City is a government entity and that payment obligation is subject to yearly appropriations by the City's governing body and that if funds are not appropriated, this Agreement or Contract will terminate without penalty to either party.
11. **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.
12. **Complete Agreement:** The parties agree that the conditions of purchase stated herein and the Bidder's bid set forth their entire Agreement or Contract and there are no promises or understandings other than those stated herein, and that any prior negotiations between the City and Contractor or terms and conditions set forth in the Contractor's quotation, order, or sales acknowledgment shall not constitute a part of the Agreement or Contract between the City and Contractor concerning this purchase. The terms "Agreement" and "Contract" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
13. **Liability and Indemnity:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress or death) arising directly or indirectly in connection with the performance or activities of the Contractor hereunder, whether the same arises before or after completion of the Contractor's operations or expiration of this Agreement or Contract, except for damage, loss or injury resulting from the City's gross negligence or willful misconduct solely.

**14. Insurance Requirements:** Contractor must furnish a certificate of insurance within ten (10) days of receipt of the Notice-of-Intent to Award and must endorse policies to provide for a thirty (30) day prior notice to the City of cancellation, non-renewal, or material change of the policies. Failure to furnish satisfactory evidence of insurance or lapse of policy is a material breach of the contract and grounds for termination of this Agreement or Contract. Each policy shall be endorsed with a waiver of subrogation in favor of the City. All other insurance policies required of the Contractor shall be endorsed to provide that such insurance shall apply as primary insurance and that any insurance or self-insured carried by the City will be excess only and will not contribute with the insurance required by this Agreement or Contract. All other insurance policies required of the Contractor and subcontractors shall be endorsed to name the City as additional insured. All insurance shall be on an occurrence form acceptable to the City and having an A.M. Best rating of "A" or better.

- a. Workers' Compensation and Employers' Liability Insurance as required by any applicable law or regulation. Employers' liability insurance shall be in the amount no less than \$500,000 each accident for bodily injury, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employee, coverage shall be included for such injuries or claims.
- b. Commercial General Liability Insurance: The Contractor is required to provide Commercial General Liability (CGL) insurance with limits not less than \$5,000,000 for any contract over \$1,000,000 and not less than \$1,000,000 for contracts under \$1,000,000 combined single limit per occurrence and \$5,000,000 for any contract over \$1,000,000 and not less than \$1,000,000 for contracts under \$1,000,000, in the aggregate not excluding premises operations, independent Contractors, products, and completed operations, broad form property damage, blanket contractual, explosion, collapse and underground hazards. Limits may be a combination of primary and excess (umbrella) policy forms.
- c. Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 single limit per occurrence bodily injury and property damage. - Not applicable to this solicitation -
- d. Property Insurance: The Contractor shall submit to the City evidence of All Risk Builder's Risk Insurance for all physical loss, including earthquake and flood (100% completed value basis) upon the entire work naming the City, the Contractor and the subcontractors as additional insured parties and as their interests may appear to the full contract sum thereof, until the project is completed by the Contractor and accepted by the City. The policy, by endorsement, shall specifically permit partial or beneficial occupancy at or prior to substantial completion or final acceptance of the entire work. - Not applicable to this solicitation -

**PROOF OF INSURANCE:** The Contractor shall furnish the City with a Certificate of Insurance or, where requested by the City, the policy declaration page with required endorsements attached thereto showing the type, amount, effective dates, and dates of expiration of all policies. All endorsements shall reference the policy number and the project name and project number. The owner is the City of Fairbanks and is to be identified on all certificates and endorsements.

Without limiting its indemnification, the Contractor shall maintain, until termination of Agreement or Contract or completion and acceptance of the project by the City, occurrence type coverage of the kinds and minimum amounts set forth above. All insurance limits are minimum. If the Contractor's policy contains higher limits, the City shall be entitled to coverage to the extent of such higher limits. The City, at its sole discretion, may raise or lower the limit.

15. **Records:** The City reserves the right to inspect all vendor documents relating to this Agreement or Contract for up to three (3) years after expiration.
16. **Acceptance of Proposals:** As soon as practicable after opening, proposals valued over \$250,000, the City Council is the approving body. The rights and obligations of the contract will become effective and binding upon the contracting parties only after formal execution of a purchase order signed by the Purchasing Agent or a contract form signed by the Contractor and City Mayor. No other act whether oral, written or implied shall constitute acceptance of a proposal.
17. **Postponement:** The City reserves the right to postpone the date of the opening of proposals and will give written notice of any such postponement to all known holders of the contract documents.
18. **Delivery:** Successful Bidders may be required to provide reasonable evidence from their source of supply or manufacturer to justify the delivery dates furnished in their proposal. Any unreasonable deviation from the proposed delivery dates shall constitute a breach of contract and shall entitle the City to cancel all obligations to the Contractor.
19. **Time is of the essence:** The Bidder is expected to deliver goods or services that conform in all material respects to the contract specifications on or before the date provided herein. This date may be amended by written agreement between both parties.
20. **Safety Data Sheets:** For all materials supplied under this bid, the Bidder will provide to the City the applicable Safety Data Sheet (SDS). SDS must be received prior to final payment. - [Not applicable to this solicitation](#) -
21. **Cooperative Purchasing:** Any other State of Alaska government entity may exercise their option to use this same contract to make similar purchases of like items, based on similar quantity. The City is not liable for any other State of Alaska government entity or their purchases.



**22. Facility Security and Background Checks:** For all services provided at the Fairbanks Police Department, located at 911 Cushman Street, Fairbanks, Alaska 99701, access is controlled by the rules, regulations, and laws related to the Federal Criminal Justice Information System (CJIS) and the Alaska Public Safety Information Network (APSIN). All vendors are considered a visitor or guest unless they are fully cleared by APSIN, including a background check and fingerprinting. Ultimately, the State of Alaska has the authority to award APSIN clearance and it may be denied. If APSIN clearance is not necessary, a criminal history check will be required, which may allow access to the building with fully cleared personnel. All visitors and guests will have to be accompanied by fully cleared personnel while in the building. If you are the successful bidder and your services are to be performed within this facility you will be provided with the proper paperwork based on the appropriate level of access required.

## Section 4 – Required Forms

Forms included in this solicitation or required when submitting Bid:

1. Bid Form
2. Non-Collusion Statement
3. Price Form
4. State of Alaska and City of Fairbanks Business License Copies (or attached waiver)

Download solicitations, addendums, and forms at: <http://www.fairbanksalaska.us>

# BID FORM

## City of Fairbanks

### COMPACT TRACK LOADER

#### ITB #20-09

**Failure to complete this form shall result in your Bid being deemed non-responsive and rejected without any further explanation.**

**Offer and Obligation:**

The undersigned hereby offers, and agrees to be bound and obligated to this offer, to furnish the goods and / or services in compliance with all Terms and Conditions, Scope of Work, Specifications, and Addendums in this solicitation and, if awarded, enter into an Agreement or Contract with the City.

**Addendums:**

The undersigned has read, understands, and is fully cognizant of all parts of this solicitation, together with any addendum issued in connection with this document. The undersigned hereby acknowledges receipt of the following addendum(s). In addition, the undersigned has completely and appropriately filled out and submitted all required forms. Initial next to each applicable addendum number(s) or, if none, leave blank.

Addendum #1 \_\_\_\_\_ Addendum #2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_ Addendum #4 \_\_\_\_\_

If additional addendums were issued, list numbers here and initial. \_\_\_\_\_

**Compliance:**

The undersigned hereby accepts all administrative requirements of the solicitation and will be in compliance with such requirements. By submitting this Bid Form, the Bidder represents that the Bidder is in compliance with all applicable provisions of the City of Fairbanks Code of Ordinances Chapter 54 – Procurement, and if awarded a contract to provide the construction, goods, services required in this solicitation will comply for the entire length of the Agreement or Contract.

**Non – Collusion:**

The undersigned, by submission of this Bid Form, hereby declares that this bid is made without collusion with any other business or person making any other bid, or which otherwise would make a bid.

**Performance Guarantee:**

The undersigned further agrees that if awarded the Agreement or Contract, it will submit to the City any required performance guarantee (i.e. irrevocable letter of credit or cash deposit) if applicable.

**Bid Price:**

The undersigned agrees to abide by the pricing contained on the Price Form.

**NO BID WILL BE ACCEPTED WHICH HAS NOT BEEN MANUALLY SIGNED IN INK IN THE APPROPRIATE SPACE BELOW**

I certify, under penalty of perjury, that I have the legal authorization to bind the company hereunder:

For clarification of this offer, contact:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City                  State                  Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Email

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID

\_\_\_\_\_  
City of Fairbanks Business License Number

\_\_\_\_\_  
Alaska Business License Number

\_\_\_\_\_  
Contractor's License Number

# NON-COLLUSION STATEMENT

## City of Fairbanks

COMPACT TRACK LOADER

ITB #20-09

**Failure to complete this form shall result in your Bid being deemed non-responsive and rejected without any further explanation.**

This is to certify that the undersigned Bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this Bid submitted to the City of Fairbanks for ITB #20-09 COMPACT TRACK LOADER.

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

- Corporation
- Partnership
- Individual

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires  
\_\_\_\_\_

# PRICE FORM

## City of Fairbanks

COMPACT TRACK LOADER

ITB #20-09

**Failure to complete this form shall result in your Bid being deemed non-responsive and rejected without any further explanation.**

MANUFACTURER: \_\_\_\_\_

MODEL: \_\_\_\_\_

Unit Price F.O.B. City of Fairbanks PUBLIC WORKS FACILITY in words:

\_\_\_\_\_

Unit Price F.O.B. City of Fairbanks PUBLIC WORKS FACILITY in numbers:

\_\_\_\_\_

Ship Via: \_\_\_\_\_

Proposed Delivery Schedule: \_\_\_\_\_ DAYS A.R.O.

Terms and/or Prompt Payment Discount (If Any): \_\_\_\_\_

# STATE OF ALASKA & CITY OF FAIRBANKS BUSINESS LICENSE WAIVER FORM

## City of Fairbanks

### COMPACT TRACK LOADER

#### ITB #20-09

All ITB responses must be completed as described in this solicitation. For all Bidders who are located and or solely operate outside the State of Alaska and or the City of Fairbanks, license requirements are waived to submit this bid. If you receive Notice of Intent to Award from the City, both licenses will be required within the terms listed in said letter.

Please initial below of this waiver currently applies to your entity.

\_\_\_\_\_ Waiver for State of Alaska Business License

\_\_\_\_\_ Waiver for City of Fairbanks Business License

By submitting this form, Bidder understands waiver and potential requirements if selected as successful bidder and receives Notice of Intent to Award.