

# DATA CENTER SERVER REPLACEMENTS



**OWNER:**

**CITY OF KENAI  
210 FIDALGO AVENUE  
KENAI, ALASKA 99611  
(907) 283-8236**

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## TABLE OF CONTENTS

<b>I. BID AND CONTRACT DOCUMENTS</b>	<b>TOTAL PAGES</b>
A. Advertisement for Bid .....	1
B. Instructions to Bidders.....	7
C. Bid Form.....	3
D. Kenai Peninsula Borough Tax Compliance Certification.....	1
E. Non-Collusion Affidavit .....	1
F. Request for Consideration as a Local Bidder.....	1
G. Short Form Contract and General Conditions (Sample) .....	2
H. Contractor's Release of Liens .....	2
<b>II. SPECIFICATIONS</b>	
A. Servers.....	2

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# **I. BID AND CONTRACT DOCUMENTS**

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CITY OF KENAI  
210 FIDALGO AVENUE  
KENAI, ALASKA 99611-7794  
(907) 283-8236

**ADVERTISEMENT FOR BID**

Equipment Purchase: Data Center Server Replacements  
Last Day for Questions: September 12, 2018  
Bid Due Date and Time: September 19, 2018 by 2:00pm

Scope of Work: Contractor shall supply and deliver a complete set of Data Center Server Replacements in compliance with the Project Specifications included with the Invitation to Bid Documents. Delivery of the Data Center Servers will be to the City of Kenai's Public Safety Building located at 105 S. Willow St., Kenai, AK 99611 within 30 days of executed contract and issuance of corresponding purchase order.

Bidders should contact the Public Works Department at (907) 283-8236 to be placed on the plans holders list. Questions may be submitted to [publicworks@kenai.city](mailto:publicworks@kenai.city).

Bids must be delivered in a sealed envelope clearly marked with the project name, "**Data Center Server Replacements**", to the Public Works Department at 210 Fidalgo Avenue, Kenai AK 99611. Bid documents can be obtained on the City of Kenai website at [www.kenai.city](http://www.kenai.city) or at City Hall.

Publish: Anchorage Daily News- September 5, 2018

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## **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](mailto:PublicWorks@kenai.city).

Equipment Purchase: Data Center Server Replacements  
Last Day for Questions: September 12, 2018  
Bid Due Date and Time: September 19, 2018 by 2:00pm

### **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 [PublicWorks@kenai.city](mailto:PublicWorks@kenai.city).

#### **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 [PublicWorks@kenai.city](mailto:PublicWorks@kenai.city). The subject line of the email or fax must include the name of the project.

Oral questions may be presented at a pre-bid conference if one is provided for in Section 1 of these Instructions to Bidders. Interpretations, corrections, or changes, if any, to the bid documents shall be made by Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the pre-bid conference. Interpretations, corrections, and changes shall not be binding unless included in an Addendum. All Addenda issued during the time of bidding shall become part of the Agreement Documents. Questions or requests for clarifications shall be directed to the Public Works Director. Only written interpretations or corrections by Addendum shall be binding, and no other forms of interpretation or correction will be binding on the City of Kenai.

It is the Bidder's sole responsibility to ascertain that they have received all Addenda issued by the City of Kenai. Addenda will be issued electronically and/or by facsimile. All Addenda must be acknowledged in the space provided on the Bid Form. If no Addenda have been issued, write or type "zero" or "N/A" on the Bid Form in the space provided.

## **9. PREPARATION AND SUBMISSION OF BIDS**

- Bids 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:
  - Bid Form
  - Tax Compliance Certificate
  - Applicable Licenses
  - Non-Collusion Affidavit
  - Request for Consideration as Local Bidder Form (if applicable)
  - Bid Bond with Power of Attorney (If bid exceeds \$100,000.00)
- Bids received without all the required documents may be considered non-responsive. Bids received after the bid due date and time will be considered non-responsive and will not be accepted.
- No responsibility shall be attached to the City for the premature opening of, or the failure to open a bid not properly addressed and identified.
- Please note that overnight delivery from the Lower 48 States is generally not available. Prospective Bidders should anticipate a minimum of two to three days delivery time for express, priority or expedited delivery services.

## 10. MODIFICATION OF BIDS

Bid modifications will be accepted by the City at [publicworks@kenai.city](mailto:publicworks@kenai.city) and binding upon the Bidder where the modification:

- is received at City Hall prior to the time and date specified in Section 1 of these Instructions to Bidders.
- does not identify the adjusted Bid Total price. Only adjustments to the sealed bid will be accepted. For example:
  - CORRECT – Decrease the Unit Bid Price of Item 20.22 Leveling Course by \$2.50 per ton and the Bid Total by \$2,500.
  - CORRECT – Increase the Unit Bid Price of Item 90.16 Mobilization and Demobilization and the Bid Total by \$5,000.
  - INCORRECT – Decrease the Bid Total by \$5,000 for a new Total of \$95,000.
- is signed by the same individual who signed the original bid.

Should there be more than one bid modification from a Bidder, only the last modification received prior to the deadline shall be applied to the bid. All earlier modifications shall be disregarded.

Any modification which fails to meet any requirement of this section shall be rejected, and the bid shall be considered as if no modification had been attempted.

It is the Bidder's responsibility to confirm the City's receipt of any bid modification.

#### **11. WITHDRAWAL OF BID**

At any time prior to scheduled closing time for receipt of bids, any Bidder may withdraw their bid, either personally or by written request.

After the scheduled closing time for receipt of bids, no Bidder will be permitted to withdraw their bid unless Notice of Award is delayed for a period exceeding forty-five (45) days.

A bid may not be withdrawn after opening without the written consent of the City.

#### **12. ACCEPTANCE – REJECTION OF BIDS**

The City reserves the right to reject any or all bids, to waive minor irregularities in any bids or in the bidding procedure, and to accept any bid presented which meets or exceeds said specifications and which is deemed to be in the best interest of the City. However, the requirements for timeliness and manual signatures shall not be waived. The City is not obligated to accept the lowest bid and is not responsible for bid preparation costs.

#### **13. EXECUTION OF AGREEMENTS**

The successful Bidder shall be required to execute an Agreement for the work within ten (10) days after receiving the Notice of Award and Agreement documents from City; if Contractor does not return executed copies within this time, then, at the option of City, the bid may be rejected.

#### **14. AWARD OF AGREEMENT**

It is the intent of the City to award the bid to the lowest, qualified, responsive and responsible Bidder. Unless otherwise stated in the bid documents, the Agreement, if awarded, shall be awarded to the responsible Bidder who submits the lowest responsive bid. When bid documents contain a base bid and alternates, only the total of the base bid and the alternates to be awarded shall be used to determine the low Bidder.

The amount of the Agreement shall be the total sum of the amounts computed from the estimated quantities and unit prices and/or the lump sum awarded by the City and specified in the Agreement.

On all bids, Notice of Award or rejection will be given within forty-five (45) days of bid opening. The notice will be in writing and signed by the 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.

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**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 Statutes), 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. 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. Construction Schedule / Production Time Line
3. Power of Attorney and/or Corporate Resolution (See Instructions to Bidders)

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

## **TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Bidder agrees to commence and complete work as follows: Server Equipment shall be delivered to City of Kenai Public Safety Building located at 105 S. Willow St., Kenai, AK 99611 in fully operational condition on or before 30 calendar days from date of executed Contract and issuance of corresponding Purchase Order.

Liquidated Damages. Liquidated damages will be charged at One Hundred Dollars (\$100.00) for each calendar day that expires after the contract time required for substantial completion to the actual date of substantial completion as provided for in the Agreement Documents.

## **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.

## **EXECUTION OF BID**

Bidder shall complete and submit all pages of the Bid Form.

I have received the Bid Documents for the Project: Street Sweeper

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 Substantial Completion as specified above in TIME OF COMPLETION.

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

Description	Qty	Cost
Virtual Host Server (per the attached specifications)	3	\$
Backup Server (per the attached specifications)	1	\$
Base Bid Total, Lump Sum, All included		\$
Base Bid Total in words		

An Agreement shall not be formed and no rights shall exist under the Agreement until the final Agreement is fully executed by all parties. Bidder agrees to commence work immediately upon full execution of the Agreement or such later time as defined in a Notice To Proceed.

**If provided a Notice of Award, Bidder agrees to execute and perform the Agreement in accordance with the Bid Documents.**

**By executing this Bid I certify that I have authority to bind the Company or Business Entity submitting this bid.**

\_\_\_\_\_  
Name of Company or Business Entity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email address

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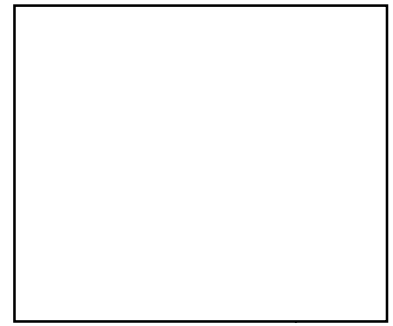
# Tax Compliance Certification

## Kenai Peninsula Borough

### Finance Department

144 N. Binkley Street  
 Soldotna, Alaska 99669-7599  
 www.kpb.us

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



**1.) Fill in all information requested. 2.) Sign and date. 3.) Submit with solicitation, or other.**

For Official Use Only

Reason for Certificate: <input type="checkbox"/> Solicitation <input type="checkbox"/> Other:		For Department:	
		Dept. Contact:	
Business Name:			
Business Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other:		
Owner Name(s):			
Business Mailing Address:			
Business Telephone:		Business Fax:	
Email:			

As a business or individual, have you ever conducted business or owned real or personal property within the Kenai Peninsula Borough? (If yes, please supply the following account numbers and sign below. If no, please sign below.)  
 Yes     No    Kenai Peninsula Borough Code of Ordinances, Chapter 5.28.140, requires that businesses/individuals contracting to do business with the Kenai Peninsula Borough be in compliance with Borough tax provisions. No contract will be awarded to any individual or business who is found to be in violation of the Borough Code of Ordinances in the several areas of taxation.

REAL/PERSONAL/BUSINESS PROPERTY ACCOUNTS	
ACCT. NO.	ACCT. NAME

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)	
YEAR LAST PAID	BALANCE DUE

\_\_\_\_\_  
**KPB Finance Department (signature required)**

In Compliance     Not in Compliance

\_\_\_\_\_  
**Date**

SALES TAX ACCOUNTS	
ACCT. NO.	ACCT. NAME

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)		
FILED THRU	M/F's	BALANCE DUE

\_\_\_\_\_  
**KPB Sales Tax Division (signature required)**

In Compliance     Not in Compliance

\_\_\_\_\_  
**Date**

CERTIFICATION: I, \_\_\_\_\_ the \_\_\_\_\_, hereby certify that, to the  
(Name of Applicant) (Title)  
 best of my knowledge, the above information is correct as of \_\_\_\_\_.  
(Date)

\_\_\_\_\_  
**Signature of 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.**

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**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:

**Data Center Server Replacements**

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

**ACKNOWLEDGMENT**

STATE OF ALASKA                    )  
  )ss  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC for State of Alaska  
My Commission Expires: \_\_\_\_\_

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# REQUEST FOR CONSIDERATION AS LOCAL BIDDER

I declare that \_\_\_\_\_ meets the criteria listed below and therefore qualifies as "Local Bidder":

## LOCAL PREFERENCE

1. In awarding competitive bid purchases or construction contracts under KMC 7.15.080, preference may be given to an otherwise qualified "local bidder" unless such preference is prohibited by the funding source.
2. For purpose of this section, a "local bidder" is a person who:
  - a. Holds a current state business license, and in addition for construction contracts, holds a current, appropriate state contractor's registration certificate;
  - b. Submits a bid for a competitive purchase or construction contract under the name as appearing on the person's license and, where applicable, a certificate;
  - c. Has continuously maintained a physical place of business within the Kenai Peninsula Borough staffed by the bidder or an employee of the bidder for a period of one hundred eighty (180) days immediately preceding the date of the bid opening. Bidder must prove compliance with this requirement to the City's satisfaction. Mere maintenance of a mail box or telephone answering service, for example, is not sufficient to comply with this provision; and
  - d. If a joint venture, is composed entirely of venturers that qualify under this section.
3. An award shall be made to the lowest responsible bidder pursuant to KMC 7.15.080 except that a bid may be awarded to a local bidder if the local bidder's bid is not more than five percent higher than the lowest responsible non-local bidder's bid; provided, however, such preference shall never exceed twenty-five thousand dollars, and further provided that the other provisions of KMC 7.15.080 of this chapter as applicable, have been met and the City chooses to award the bid.
4. The City may require a bidder to provide additional information regarding his qualifications as a "Local Bidder."

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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## GENERAL CONDITIONS

**Section 1. Execution of This Agreement.** This agreement is not valid until properly signed by the parties and accompanied by a valid City of Kenai Purchase Order.

**Section 2. Independent Contractor.** The Contractor shall provide services as an independent contractor to the City.

**Section 3. Compliance With Laws.** The Contractor shall comply with all statutes, ordinances, and regulations governing its performance, post all required notices, and obtain all permits, licenses, and other entitlements necessary to its performance. The Contractor shall pay all taxes related to its performance and shall be current on all borough taxes at the time of entering this agreement. The Contractor shall acquire and maintain in good standing all permits, licenses; and other entitlements necessary to the legal performance of this agreement.

**Section 4. Equal Employment Opportunity.**

- A. The Contractor will not discriminate against any applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor shall state in all solicitations or advertisements for employees to work on agreement jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, or physical or mental handicap.
- C. The Contractor shall include the provisions of subsections A and B of this section in every subcontract or purchase order under this agreement, so as to be binding upon every subcontractor or vendor of the Contractor under this agreement.

**Section 5. Insurance.** During the term of this agreement the Contractor shall maintain a policy of workers' compensation and employers' liability insurance as required by law. Contractor shall also be required to carry Commercial general liability with minimum coverage of \$1,000,000 and automobile liability insurance with minimum coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence. This insurance shall be primary and exclusive of any other insurance carried by the City of Kenai. The commercial general liability insurance shall be without limitation on the time within which the resulting loss, damage, or injury is actually sustained. Certificate(s) of Insurance shall be provided by Contractor and all subcontractors, or their Insurance Companies and/or their Agents, naming the City of Kenai as an additional insured for the work specified in this contract with a waiver of subrogation for commercial general liability insurance and automobile liability insurance. The certificates of insurance must reference the specific contract by name and project number. Workers compensation insurance must be endorsed for waiver of subrogation against the City. Such insurance shall be by a company/corporation currently rated "A-" or better by A.M. Best. If providing professional services, \$1,000,000 against any claim arising out of professional liability/errors or omissions of Consultant and/or Consultant's subcontractors must be provided.

**Section 6. Assignments.** Unless the City provides otherwise in writing, any assignment by the Contractor of its interest in any part of this agreement or any delegation of its duties shall be void, and permit the City to terminate this agreement without liability for work performed.

**Section 7. Ownership, Publication, Reproduction, and Use of Material.** Unless the City provides otherwise in writing, all data, documents, and materials that the Contractor produces shall be property of the City, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. This exclusive right does not apply to any materials presently in the public domain or not subject to copyright.

**Section 8. Indemnity.** The contractor shall indemnify, hold harmless, and defend the City at its own expense from and against any and all claims, losses, damages or expenses, including reasonable attorney's fees, of, or liability for, any wrongful or negligent acts, errors, or omissions of the contractor, its officers, agents or employees, or any subcontractor under this agreement. The contractor shall not be required to defend or indemnify the City for any claims of, or liability for, any wrongful or negligent act, error, or omission solely due to the independent negligence of the City. If there is a claim of, or liability for, the joint negligence of the contractor and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be determined upon final determination of percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "Contractor" and "City" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, to each. The term "independent negligence of the City" is negligence other than in the City's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

**Section 9. Termination.**

This agreement may be terminated for cause immediately or by the City for its convenience upon fifteen (15) days' written notice to the Contractor.

Upon termination and the Contractor's furnishing to the City all finished and unfinished data, documents or other materials prepared under the agreement, the City shall pay the Contractor for all satisfactory work performed before termination.

**Section 10. Nonwaiver.** Either party failing to enforce a provision of this agreement does not waive the provision or affect the validity of the agreement or a party's right to enforce any provision of the agreement.

**Section 11. Jurisdiction and Choice of Law.** Any civil action arising from this agreement shall be brought in the trial courts for the Third Judicial District of the State of Alaska at Kenai. The laws of the State of Alaska govern this agreement.

**Section 12. Integration.** This document and all documents incorporated in it by reference are the entire agreement of the parties and supersede all previous communications, representations or agreements regarding this subject, whether oral or written, between the parties.

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

**PROJECT NAME:   Data Center Server Replacements**

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 of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
(Contractor's signature)

Title \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF ALASKA                    )  
  ) ss  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared \_\_\_\_\_, who, having produced satisfactory evidence of identification, and having acknowledged the voluntary and authorized execution of the foregoing instrument for the purposes therein mentioned, executed the above and foregoing instrument.

\_\_\_\_\_  
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.)

## **II. SPECIFICATIONS**

## Group A, Servers:

### #1 - Minimum Specifications - Virtual Host Server - Qty. 3

- Chassis: rack mount (square hole compatible) with sliding rails and cable management arm
- Processor: Single AMD EPYC 7351P, 2.4GHz/16 core
- Memory: Qty. 8 – 32gb 2666MHz registered DIMM, minimum 16 DIMM slots.
- Boot Drive: Dual 200gb or larger SSD drives in a RAID 1 configuration
- Integrated network: 2 each 1 gigabit Ethernet ports using RJ45 connectors (Intel preferred)
- Additional network: 1 each Intel Ethernet Network Adapter (XXV710-DA2)
- Bezel: included
- Power Supply: redundant, hot pluggable power supplies (200-250v preferred)
- Out of band management: feature equivalent to Dell iDRAC7 Enterprise or HP iLO Advanced.
- Warranty: 5 year parts and labor, next business day response.
- Operating System: None

Recommended Equipment: HP ProLiant DL325 Gen10 Server, Dell PowerEdge R6415.

### #2 - Minimum Specifications - Backup Server - Qty. 1

- Chassis: rack mount (threaded hole) for 2 post rack, with 12 each 3.5" hot swappable drive bays
- Processor: Processor: Single AMD EPYC 7351P, 2.4GHz/16 core
- Memory: Qty. 4 – 16gb 2666MT/2 registered DIMM, minimum 12 DIMM slots.
- Boot Drive: Minimum of 2 each 400gb or larger solid state 12Gbps SAS hot-swappable drives
- Storage: Minimum of 6 each 10TB 12Gbps NLSAS hot-swappable drives
- RAID card: Minimum of 8gb RAM, must support 12Gbps SAS
- Host Bus Adapter: dual port SAS 12Gbps controller for external drives
- Network: 2 each 1 gigabit Ethernet ports using RJ45 connectors & 2 each 10 gigabit Ethernet ports using SFP+ connectors
- Bezel: included
- Warranty: 5 year parts and labor, next business day response. Faulty hard drives to be retained by customer.
- Power Supply: redundant, hot pluggable power supplies (200-250v preferred)
- Out of band management: feature equivalent to Dell iDRAC7 Enterprise or HP iLO Advanced.
- Operating System: None
- Qty. 2 - Quantum Superloader 3 with LTO Ultrium 8 drive and 16 cartridge magazine.
- Qty. 10 - LTO Ultrium 8 tape media.

Recommended Equipment: Dell PowerEdge R7415, HP ProLiant DL380 Gen10 Server.



## General Conditions:

1. All equipment shall be new and assembled for the first time from new components by the manufacturer. All equipment performance and reliability standards shall conform to “new” specifications. Rebuilt, reconditioned, used, shopworn, demonstrator or prototype equipment is not acceptable and will be rejected.
2. Bidder shall provide toll-free customer service phone support from 8:00 AM (AKST) to 5:00 PM (AKST) Monday through Friday (except for City holidays) for the duration of the warranty.
3. Apparent low bidder may be required to demonstrate ability to provide next-day on-site service before award of bid.