

**Bid #19-067B**

**MATANUSKA-SUSITNA BOROUGH  
PURCHASING DIVISION**

**PALMER, ALASKA**



BIDDING AND CONTRACT DOCUMENTS FOR  
**Purchase Solid Waste Hauling Containers**

**OPENING DATE & TIME: Monday, March 4, 2019 @ 3:00 PM**

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**SECTION I**  
**ADVERTISEMENT**

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**MATANUSKA-SUSITNA BOROUGH**  
**350 East Dahlia Ave.**  
**Palmer, Alaska 99645**

**ADVERTISEMENT**

VENDOR		ACCOUNT #	DATE FOR ADVERTISEMENT
Anchorage Daily News		MATA 0070	February 10, 2019
Frontiersman		CONTRACT	February 13, 2019
<b>TYPE OF AD:</b>	<input type="checkbox"/> Display	<input checked="" type="checkbox"/> Classified	<input type="checkbox"/> Public Information

The material herein must be printed in its entirety on the dates shown above. Affidavit of publication is required prior to payment.

**MATANUSKA-SUSITNA BOROUGH**  
**REQUEST FOR BID 19-067B**  
**Purchase Solid Waste Hauling Containers**

The Matanuska-Susitna Borough is soliciting bids to purchase Solid Waste Hauling Containers which must meet the specifications and drawings contained in the Bid Documents.

Bid documents are available to download for free beginning **February 11, 2019** from the MSB Purchasing Division's website at, <http://www.matsugov.us/contractopportunities>. For more information call (907) 861-8601, Fax (907) 861-8617, or e-mail [Purchasing@matsugov.us](mailto:Purchasing@matsugov.us).

Bids open: **March 4, 2019 @ 3:00 PM in the Purchasing Division**

Bids must be received in the Purchasing Division prior to the time fixed for opening of the bids to be considered. Time of receipt will be determined by the time stamp in the Purchasing Division.

Persons needing accommodation in order to participate should contact the borough ADA coordinator at (907) 861-8404.

The Matanuska-Susitna Borough reserves the right to accept or reject any or all bids, waive any and all technicalities or informalities it deems appropriate. Award of this project is subject to the availability of funding.

2/7/19	Approved by: Signature on File
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DEPARTMENT ACCOUNT NUMBER: **100.100.128.422.000**

**SECTION II**

**INSTRUCTIONS TO BIDDERS**

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## INSTRUCTIONS TO BIDDER

### 01. EXAMINATION OF BIDDING DOCUMENTS AND SITE

The Bidder shall examine carefully, the Bidding 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 Bidding Documents.

The Borough 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 Bidding Documents or Addenda.

The Bidder shall include in their Bid sufficient sums to cover all items required by the Agreement, 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 material required for bidding purposes by these documents is absent, the bidder is required to notify the Purchasing Officer by facsimile (907) 861-8617, or by e-mail to [purchasing@matsugov.us](mailto:purchasing@matsugov.us).

Any interested party submitting a bid/proposal on Matanuska-Susitna Borough (MSB) projects should first review the MSB Debarment/Suspension List. This listing is available off of the MSB Purchasing Division web page. Any submission of a bid/proposal, with participation or involvement of an individual, company, firm or corporation on this list will render the bid/proposal as non-responsible.

### 02. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall notify the Purchasing Officer promptly of any error, omission, or inconsistency that may be discovered during examination of the Bidding Documents and the proposed construction site. Requests from Bidders for interpretation or clarification of the Bidding Documents shall be made in writing, email, or fax to the Purchasing Officer and shall arrive at least five (5) working days prior to the date for opening Bids. Any questions received after this date may not be answered. Oral questions may be presented at a prebid conference if one is provided for in the Bidding Documents. Interpretations, corrections, or changes, if any, to the Bidding Documents shall be made by Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the prebid 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 borough's Purchasing Officer. Questions or requests for clarification directed to any other member of the borough staff, or consultants may be grounds for rejection of bid as being irregular.

It is the Bidders sole responsibility to ascertain that they have received all Addenda issued by the Purchasing Office. Addendum will be issued by facsimile, e-mail, and/or U.S. Mail. All Addenda must be acknowledged in the space provided on the Bid Form. If no Addendum has been issued, leave blank or write or type "N/A" on the Bid Form in the space provided.

### 03. PREPARATION AND SUBMISSION OF BIDS

The Bidder with their usual signature must sign each Bid in longhand, preferably in blue ink. Bids shall be submitted on the bid forms supplied and must be manually signed. Bids shall be submitted in a sealed envelope with the Invitation Number plainly marked on bottom left corner. Bids may be faxed only if specifically stated in bid documents.

Where required on the Bid, Bidders must quote on all items and they are warned that failure to do so may disqualify the Bid. When quotations on all items are not required, Bidders shall insert the words "no bid" in the

space provided for any item where no quotation is made. If erasures or other changes appear on the forms, the person signing the Bid must initial each such erasure or change.

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.

#### **04. DIRECTIONS FOR DELIVERY OF BIDS**

Envelopes containing the bid, must be sealed, addressed and marked indicating bid number, bid name, and bid opening time and date, and delivered to:

Matanuska-Susitna Borough  
Purchasing Division  
350 East Dahlia Avenue  
Palmer Alaska 99645-6488

#### **05. BIDDERS CHECK LIST**

A checklist is provided on the Submittal Page as a courtesy to prospective bidders. The checklist may not be all inclusive; it is the Bidder's responsibility to make sure they comply with all requirements within the solicitation documents.

#### **06. RECEIPT AND OPENING OF BIDS**

Bids shall be submitted to the Purchasing Division at or before the date and time of opening specified in the Invitation to Bid and the exact date and time of receipt of Bids will be recorded. Late Bids will not be considered. Time of Bid receipt will be determined by time stamp of the Purchasing Division.

Facsimile or other electronic transmitted bids will not be considered. Modification by facsimile of Bids already submitted will be considered if received by the Purchasing Officer at or prior to the time of Bid opening fixed in the Invitation to Bid. Facsimile modifications shall not reveal the amount of the original or revised Bid.

No liability will attach to the Borough for the premature opening of, or the failure to open, a Bid not properly addressed and identified.

Bids may be withdrawn on written or facsimile request received from Bidder prior to the time specified for Bid opening.

If more than one Bid is offered by any one party, by or in the name of their clerk, partner, or other person, all such Bids will be rejected. A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the work.

#### **07. EVIDENCE OF QUALIFICATIONS**

Upon request of the Owner, a Bidder whose Bid is under consideration for the award of the Agreement shall submit promptly to the Owner 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.

## **08. BIDDER QUALIFICATIONS**

Before the Bid is considered for award, the Purchasing Officer 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 a current financial statement prepared by a Certified Public Accountant.

The Purchasing Officer 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 Borough Agreements. If the Bidder has failed in any material way to perform its obligations under any Agreement with the Borough, 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 Borough shall have the right to terminate the Agreement for the Contractor's breach, and the Borough may then pursue such remedies as provided in the Agreement Documents or as provided by state statute, borough code or as appropriate.

Any determination that a Bidder is non-responsible will be made by the Purchasing Officer. Such determination will be made in writing to the Bidder setting forth the reasons for such determination.

## **09. ACTION ON BIDS**

The Borough reserves the right to reject any and all Bids, and to waive any informalities and irregularities in Bidding or award of the Agreement.

Unless otherwise stated in the Bidding Documents, a purchase order, if awarded, shall be issued to the responsible Bidder who submits the lowest responsive Bid. When the Bidding Documents contain a base bid and alternates, the total of the base bid and the alternates to be awarded shall be used to determine the low Bidder.

When the Bidding Documents contain a base bid and additive alternates, the low Bidder will be determined by the total of the lowest base bid and any alternates to be awarded. Additive alternates will be exercised at the option of Owner. Owner may select all, none, or any combination of Alternates in any order. All bids shall be evaluated on the basis of the same alternates.

When the Bidding Documents contain deductive alternates, the low Bidder will be determined by the lowest base bid. If the lowest base bid exceeds the funds available, the low Bidder will be determined by the total of the base bid and any deductive alternates selected. Owner may select all, none, or any combination of Deductive Alternates in any order. All bids shall be evaluated on the basis of the same alternates.

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

On all Bids, Notice of Intent to Award or rejection will be given within sixty (60) days of Bid opening. The notice will be in writing and signed by the Purchasing Officer. A Notice of Intent to Award, and no other act of the Borough or its representatives, constitutes an acceptance of a Bid. The acceptance of a Bid shall bind the successful Bidder to perform on the resultant purchase order.



When vendors and/or contractors propose equal pricing (or tie bids), bids will be reviewed by the Purchasing Officer to determine responsiveness. If all requirements for the bid being responsive are met, then the award or recommendation of the award will be made in favor of the bid which received the earliest time stamp prior to bid opening.

## **10. INSURANCE**

See insurance requirements contained within the Terms and Conditions.

## **11. ESTIMATES OF QUANTITIES APPROXIMATE ONLY**

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" given under the heading "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 Owner does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.

## **12. EXECUTION OF AGREEMENT**

The Bidder whose Bid is accepted shall be issued a purchase order. The Bidder shall furnish the required insurance within five (5) working days after Notice of Intent to Award is issued if required. The purchase order shall be considered fully executed when the purchasing officer signs the purchase order. The purchase order shall be governed by the terms and conditions set forth within this solicitation.

## **13. CONTRACTOR'S WARRANTY**

All work under the Agreement shall be under warranty by the Contractor for one year from the Final Acceptance Date except when a different period is identified in the SPECIAL PROVISIONS. This warranty shall require the Contractor to remedy promptly, without cost to the Owner, any and all defects in material and workmanship including any consequential damages resulting from defective materials or workmanship. If the defect, in the opinion of the Borough Representative, is of such nature as to demand immediate repair, the Borough shall have the right to take corrective action and the cost thereof shall be borne by the Contractor.

## **14. CONTRACTORS' VIOLATIONS OF TAX OBLIGATIONS**

- A. No Agreement shall be awarded to any individual, firm, corporation, or business who is found to be delinquent in any area of taxation, lease, land payment, or rental agreement, with the Borough which has not been remedied within 10 calendar days of receipt of written notice.
- B. The Agreement can be terminated for cause if it is determined that the individual, firm, corporation, or business is in arrears of any taxation, lease, land payment, or rental agreement, that is due to the Borough that is not remedied within 10 calendar days of notification by regular mail.
- C. The Borough reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent Borough taxes, lease, rental agreement, or land sale payments, against any amount owing to the same under an Agreement between the Borough and the same.

## **15. BID PROTESTS**

Within two days of service of the Purchasing Officer's determination of the apparent successful proposal, a proposer who wishes to protest the determination shall lodge a protest with the Purchasing Officer. The protest shall be in writing on a form provided by the Purchasing Officer. The protest shall describe with particularity the alleged errors in the award recommendation. The Purchasing Officer shall conduct a review and, within three working days of receipt of the protest, issue a determination. Full text of the protest and appeal procedures, as well as the protest form, can be downloaded from the Borough's web site at [www.matsugov.us](http://www.matsugov.us), selecting

"Services", then selecting "Forms" under Forms and Documents, then selecting "Purchasing Forms". A copy can also be obtained by contacting the Purchasing Division at (907) 861-8601.

In order to receive notice of the apparent successful proposal, the proposer must provide the Borough with a fax number. It is the responsibility of the proposer to follow the selection process and stay apprised of the bid or proposal due date, the date notice of apparent successful proposer is issued and the period in which protests can be filed.

## **16. MATANUSKA-SUSITNA BOROUGH BUSINESS LICENSE**

Matanuska-Susitna Borough Code, Chapter 3.36, requires that all entities conducting business within the Borough boundaries have a current business license issued by the Matanuska-Susitna Borough. Prior to any award as a result of this solicitation, the Contractor may be required to provide proof that they have a current Matanuska-Susitna Business License or proof that they have applied for one. Copies of this borough code and instructions on obtaining a business license may be obtained at the Collection Counter, Finance Department, or by calling 907-861-8632. MSB §3.36.040.

## **17. PROCEDURES FOR AWARD**

Purchase Order(s) shall be awarded by written notice issued by the Purchasing Officer to the lowest qualified, responsive, and responsible Bidder, provided that, if the lowest bids are approximately equal, local bidder preference may be applied.

## **18. LOCAL BIDDER PREFERENCE**

Purchase orders shall be awarded to the lowest qualified, responsive and responsible Bidder, provided that, if the lowest bids are approximately equal, that is, within the lesser of \$2,000 or 5 percent of each other, preference may be given to local Bidders who maintain and operate businesses within the boundaries of the Borough. MSB 3.08.240

## **19. QUALIFIED AND RESPONSIBLE BIDDER**

The Borough reserves the right to require the Bidder to submit information pertaining to its products, service, reputation, and experience, in order to determine, at the Borough's sole discretion, if the Bidder is a qualified vendor. Past dealings with the Borough and other government agencies will be considered in determining if the Bidder is a responsible vendor.

## **20. THIRD-PARTY FINANCING AGREEMENTS AND/OR ASSIGNMENTS OF PAYMENT NOT ALLOWED**

Because of additional administrative and accounting time required of borough departments/divisions when third party financing agreement and/or assignments of payment are permitted, they will not be allowed under any agreement resulting from this Invitation to Bid.

## **21. LICENSE REQUIREMENTS**

All Contractors, and sub-contractors must comply with state of Alaska requirements regarding licensing. Reference the state of Alaska's licensing requirements for performing work under this contract.

## **22. DESCRIPTIVE LITERATURE**

- A. "Descriptive literature" means information (e.g., cuts, illustrations, drawings and brochures) that is submitted as part of a bid. Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in this solicitation and pertain to

significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the technical acceptability of the offered product. It does not include other information such as that used in determining the responsibility of a prospective contractor or for operating or maintaining equipment.

- B. Descriptive literature must be (1) identified to show the item(s) of the offer to which it applies and (2) received by the time specified in the solicitation for receipt of bids. Failure to submit descriptive literature on time may, at the discretion of the Purchasing Officer, require rejection of the bid.
- C. The failure of descriptive literature to show that the product offered conforms to the requirements of this solicitation may, at the discretion of the Purchasing Officer, require rejection of the bid.

## **23. SPECIAL PROVISIONS**

- A. Any bid not meeting the requirements of this Solicitation may be considered non-responsive.
- B. Unless otherwise provided for elsewhere in this solicitation, the F.O.B. Destination for this solicitation is:

Delivery addresses are contained in the Scope of Work / Specifications

Any bid quoting other than F.O.B. Destination will be considered non-responsive.

- C. Bid may not be withdrawn for a period of sixty (60) days from the date of bid opening.

**SECTION III**

**SCOPE OF WORK/SPECIFICATIONS**

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# Matanuska-Susitna Borough

## Bid #19-067B

### Purchase New 40 CY Capacity Solid Waste Containers

#### Specifications / Scope of Work

(Bid Items 1-3)

#### GENERAL

The Matanuska-Susitna Borough (MSB) intends to purchase six (6) 40 cubic yard capacity Solid Waste Roll-Off Containers. The containers are utilized at Matanuska-Susitna Borough Central Landfill and solid waste transfer sites. The MSB intends to order additional four (4) 40 cubic yard containers, Additive Alternate #1, contingent on the MSB Assembly appropriation of the Fiscal Year '20 budget. Additive Alternate #1, if awarded, will be done no earlier than May 1<sup>st</sup>, 2019 and no later than July 15, 2019. Delivery of Additive Alternate #1 will be made no earlier than July 1, 2019 and no later than 90 days upon receipt of order. Contract award for the Base Bid Items is anticipated to be on or about March 21, 2019.

#### CONTAINERS

Container requirements are as follows:

- a. The containers must come with a hook for a Swivel Cable end.
- b. Containers must be, cleaned of all scale, rust, oil, dirt or other material prior to sandblasting and painting. Paint application must be applied in dry, warm, dust free area. All exterior and interior metal surfaces shall receive a prime coat prior to application of finish coat of paint. All exterior metal surfaces shall have two coats of Rustoleum, color #2 208120 Forest Green paint, or equal. All interior surfaces shall have one coat of paint with the exception of the floor, which does not require finish paint.
- c. All of the containers are of the same standard design with changes in the top openings
- d. Of the six containers, three (3) will be refuse 40CY containers as per Attachment #1.
- e. Two (2) will be 3 chambered recycling 40CY containers as per Attachment #2, with locking wall separators. Wall separators will be lockable in the open and closed configuration.
- f. One (1) will be a cardboard recycling 40CY container as per Attachment #3.
- g. Containers shall be new and unused.

#### WARRANTY

Each unit shall have the industry standard warranty for material and workmanship but not less than 1-year. Vendor is responsible for all warranty work including transportation to and from a location for repair.

#### DELIVERY

Delivery shall be on or before 90 days after receipt of order. Delivery shall be to the Matanuska-Susitna Borough, Central Landfill, located at 1201 N. 49<sup>th</sup> State Street, Palmer, AK 99645. Final payment will be made on approval and acceptance of containers.

# Matanuska-Susitna Borough

## Bid #19-067B

### Purchase (4) Four New 40 CY Capacity Solid Waste Containers with Removable Covers

#### Specifications / Scope of Work (Bid Item #4)

##### GENERAL

The Matanuska-Susitna Borough intends to purchase four (4) 40 cubic yard capacity open top Solid Waste Roll-Off Containers with removable covers. These containers must be stackable for shipment. The containers are utilized at Matanuska-Susitna Borough Central Landfill and solid waste transfer sites. Contract award is anticipated to be on or about March 21, 2019

##### CONTAINERS

Container requirements are as follows:

- a. 40 Cubic Yard heavy duty roll off container 22' long ¼" floor with 3" structural channels.
- b. Main Rail tubing: 6" x 2" x 1/4".
- c. Walls: 7 gauge, Top rails 4" x 3" x 3/16".
- d. The containers must come with a hook for a Swivel Cable end.
- e. Standard removable roll off container cover 19'5" to 23'. Includes clamp on hinges and fork pocket frame to make the cover easily removable.
- f. The containers must be stackable for shipment.
- g. The nose roller assembly must have an inner measurement of 23" between the rollers and an outer measurement of 36", see Exhibit #1.
- h. Containers must be, cleaned of all scale, rust, oil, dirt or other material prior to sandblasting and painting. Paint application must be applied in dry, warm, dust free area. All exterior and interior metal surfaces shall receive a prime coat prior to application of finish coat of paint. All exterior metal surfaces shall have two coats of Rustoleum, color #2 208120 Forest Green paint, or equal. All interior surfaces shall have one coat of paint with the exception of the floor, which does not require finish paint.
- i. Exhibit #2 is a depiction of a container and removable cover type that is desired, but does not limit any container from consideration as long as items a. thru h. above have been met.
- j. Containers shall be new and unused.

##### WARRANTY

Each unit it to have 1-year full warranty coverage or more if specified in manufacturers' literature unless otherwise specified. Primary vendor is responsible for all warranty work including transportation to secondary site location(s) for all component(s) repair. Units shall have a warranty against "bulging" of the sides more than 2" that shall cover repairs for a period of 2 years.

The Primary Vendor shall guarantee local availability of parts or furnish by next day air shipment at no additional cost to the Matsu Borough during the warranty period

## DELIVERY

Delivery shall be on or before 90 days after receipt of order. Delivery shall be to the Matanuska-Susitna Borough, Central Landfill, located at 1201 N. 49<sup>th</sup> State Street, Palmer, AK 99645. Final payment will be made on approval and acceptance of containers.

Exhibit #1

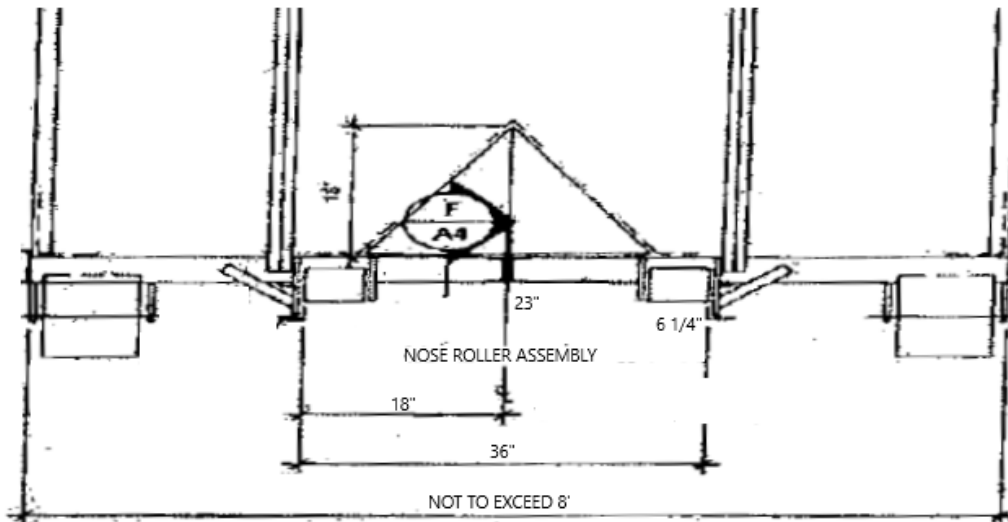


Exhibit #2





**Matanuska-Susitna Borough**  
**Bid Specifications**  
**120 CY Transfer Trailers**  
(Bid Item #5)

**Transfer Trailers**

It is the intent of these specifications to describe a **Wilkens** Transfer Trailer that will meet the performance, safety and standardization requirements of the Matanuska-Susitna Borough (Mat-Su Borough) Solid Waste Division. These specifications are not intended to be restrictive in any manner, but are to assure that all proposals submitted for consideration will cover all units of similar design and capacity. The unit(s) shall be new and unused and a model in current production. Manufacturer(s) must have a minimum of ten (10) North American customers and a minimum of ten (10) units of the same rated capacity and configuration in the field for a minimum of two (2) years. Engineer prototypes or production prototypes will not be accepted. Models that are manufactured outside of North America will require proof of parts supportability to be provided with the bid submission. Unit shall be represented, maintained and repaired by an established, authorized dealer located within 50 miles of Palmer AK. Each unit must meet or exceed the following specifications. The MSB intends to order an additional 120 cubic yard container, Additive Alternate #2, contingent on the MSB Assembly appropriation of the Fiscal Year '20 budget. Additive Alternate #2, if awarded, will be done no earlier than May 1<sup>st</sup>, 2019 and no later than July 15, 2019. Delivery of Additive Alternate #2 will be made no earlier than July 1, 2019 and no later than 90 days upon receipt of order. Contract award for the Base Bid Items is anticipated to be on or about March 21, 2019.

MINIMUM TECHNICAL REQUIREMENTS

1. Application: These semi-trailers shall be used in Mat-Su Borough refuse disposal operations. The units shall operate on paved urban streets and freeways as well as unimproved roads at landfill sites. The truck and semi-trailer combination, shall be configured to carry the maximum payload permitted under law based on the following

Tractor:       250-inch wheelbase  
                  Conventional cab  
                  51,100 GVWR  
                  Maximum weight: 18,000  
                  Fifth Wheel height: 49"

Trailer:        Uniform loading per square foot of deck area.

The semi-trailers are to be equipped with a hydraulically operated self-unloading (walking) floor to permit rear unloading of refuse without raising floor.

2. Dimensions:
  - a. Overall length: 48' maximum
  - b. Overall width: 102" maximum, excluding safety latch mechanism.
  - c. Overall height: 14' maximum with 49" fifth wheel height.
  - d. Interior: Allow for 4" minimum taper.
  - e. Capacity: 120 cubic yard minimum
  - f. Tare weight: 24,250 pounds maximum, certified scale ticket required.

3. Construction:

- a. Semi-trailer shall be constructed of steel sides and front: DOMEX 12-gauge steel, 100,000-pound minimum yield strength, sheet post design with 3" x 5" posts tapered on top to shed material on 20" to 24" centers to match seams. Must have positive drain hole through bottom rail at each post. Horizontal bracing between each post down center of trailer end to end.
- b. Bottom rail: Manufacturers standard.  
  
Top rail: Single piece, 3"x 5" x .250" wall thickness grade B tube. 50,000 minimum yield strength.
- c. Cross sills: 4" deep (minimum), 1-beam. Weight 3.20 pounds per foot on 12" centers, 70,000-pound minimum yield strength.
- d. All exterior welds shall be continuous, not skip welded. Tailgate excluded.
- e. Under structure: King-pin sections and cross sills must be welded to bottom rail.
- f. King pin cross sills: heavy duty 1-beam fabricated from 100,000 pounds PSI, 4" deep x 6" wide x 1/2" material. 5/16" plate.
- g. Front window: 12" x 18" shaker screen, window to be in center of trailer; center of window shall be 46" from 5th wheel plate.
- h. Joints and cross members: Rear header and middle cross member connections to be flexible. These cross members shall be 2" X 4" X 3/8" mounted with the long side up and down. The mounts for these members shall be welded to the top rail only utilizing 1/2" thick angle iron on each side of the cross member no wider than the top rail dimension.

4. Suspension:

- a. Hendrickson-Turner HT 300 air bag suspension. Standard leveling valve with no quick dump or quick air release between the leveling valve and the air bags. **NO SUBSTITUTIONS.**
- b. Rockwell TN4670Q-2169 or equal 22,500 pounds capacity minimum, top mounted brake chambers, 5" round 77 1/2" track, Rockwell self-adjusting slack adjusters. Heavy-duty cam bushings, bracket and return spring. Hub meter on rear axle, left side.
- c. King pin: Standard SAE with 36" setting.
- d. Landing gear: Mark V Holland with self-leveling sand shoe, driver's side crank or equal.
- e. Landing gear supports must be attached to a minimum of 6 cross members. Landing gear supports shall be fabricated from 7-gauge support to have a minimum of 7.5 square feet of material. Cross bracing shall be 1 1/2" schedule 40 pipe or a structure of equal strength.
- f. King pin to center of landing gear 108"
- g. King pin: Manufacturers standard.

5. Brakes:

- a. Air operated. 16 1/2" x 7" S-Cam type on both axles. Equipped with non-asbestos, Rockwell 23,000 lb. Q-Plus brakes. Outboard drums. Installed dust shields. ABS shall be WABCO 4S 2 M valve. **NO SUBSTITUTIONS.**
- b. Spring brakes shall be installed on both axles, Anchor lock Lifeseal 30/30 chambers. **NO SUBSTITUTIONS.**

6. Tires and Wheels:

- a. Tires: Self Sealing, 14 ply 11RX24.5. **NO SUBSTITUTIONS.**
- b. Wheels: 10-hole Budd, Hub pilot. **NO SUBSTITUTIONS.**
- c. Rims: 8.25 x 24.5 with Schrader TR 572 tubeless valve.

7. Rear Door:

Top hinged rear door must have minimum of 18" free stand opening capability. Door opening must be designed as not to restrict the upper door opening area as the door opens. Primary locks are operated from driver's seat. These latches shall be two points, on bottom sides of door, the linkage shall be mounted so not to contact tires at any time. Secondary manual safety latches must be operated from rear of trailer only. These must be mounted on outside of trailer and latch on the bottom and midpoint of the door in a "claw" type fashion. Upper hinge pins 1 1/2" minimum, with lube fittings and replaceable bushings. Hinges shall be mounted to the top side rail, not the rear cross member. A door prop shall be permanently attached to the left side of the trailer to hold the door open 3' to allow entrance to the trailer interior. Additionally, a grab rail shall be attached to the rear header of the trailer made from 3/4" round stock no less than 24" in length and no less than 6' from ground level.

Top section of door to be reinforced with 3/8" mild steel or a product of equal strength plate to prevent dents while loading.

Tailgate opener system valves must be heated to aid in opening during cold weather operations.

8. Lights and Reflectors:

I.C.C. approved, rubber mounted 12 volt LED. Stop, turn and tail lights shall be MAXIMA M42320R- United Pacific 38143 mid-trailer side turn indicator to be mounted at such an angle that it is visible to approaching traffic, marker and I.d. lights - complete system to be a sealed wire harness. Any connections not facilitated by the sealed harness shall be done through a sealed junction box. Hinged guard covers over rear lights. Berg #752 electric connection or equal. Cable must be able to protrude a minimum of 12" out the front of the cover when connector is removed.

9. Painting:

- a. Surface Preparation: All surfaces to be painted shall be cleaned of all mill scale, rust, spatter, slag or flux deposits, oil, grease, dirt, or other foreign matter. Exterior surface must be sandblasted before painting.
- b. Paint Application: The paint shall be applied in dry, dust free conditions and in temperatures above 65 degrees F. All edges, corners, crevices, and joints shall receive special attention for thorough cleaning and adequate paint thickness.

- c. Prime Coat: All metal surfaces, interior and exterior, shall be clean and dry and shall have one coat of Ditzlar DP40 epoxy primer or equal applied to obtain a minimum thickness of 1 mil per coat.
- d. Under Structure: Cross members and 1 x 1 tubing shall be primed and painted before the flooring is installed.
- e. Finish Coat: All exterior surfaces of the trailer shall have two coats of polyurethane enamel, applied in accordance with manufacturer's recommendations and shall have a minimum dry film thickness of 1 mil per coat.
- f. Rustoleum color #2 208120 Forest Green

10. Alarm:

Backup alarm mounted at rear of trailer. Alarm, tailgate opener and latch heater to be wired to a separate 4 wire harness using a Pollock 11-404 socket mounted next to or just above the standard 7 pin trailer connection. Cable must protrude a minimum of 12" out the front cover when connector is removed.

11. Hydraulic Flip Tops:

- a. Frame: Made in two sections left and right sides. Exterior and end tubes shall be made of 1 1/2 " x 1 1/2 " x 1/4" wall tubing. 50" diagonal braces in each corner. Front corners to have an additional brace made from plate steel triangle shaped not less than 3/16" thick. Must have a minimum of 3 carrier braces per side, gusseted with diagonal braces to prevent sagging of screen material. The inside edge of each section to be made of 3/8" cable installed with a turnbuckle equipped with jamb nuts on the front end of each section. Cable will be routed through a piece of 1/2" tube on each cross member of each section. No more than 2" distance centerline can exist between cables on entire length of trailer. Mesh to be fastened to cable with 3/8" nylon tie-wraps. A 3/8" air gap shall exist between frames and top rail to prevent binding due to buildup of refuse. Frames shall be manufactured as to prevent any gaps or holes in the covering system from allowing refuse to escape during transit.
- b. Hinges: Minimum 7 per side evenly spaced. Each hinge assembly shall consist of two 1/4" x 2" outside knuckles, one 1/4" x 3" inside knuckle, 3/4" I.D. tube with a 5/8" x 8" grade 8 bolt with lock nut connecting the 3 sections together.
- c. Mesh: Dacron material 60" wide with a minimum and maximum overlap in the center of the trailer on each side of 4". The reinforcement down the center of the trailer shall be attached to the cable via 3/8" nylon tie wraps every 6". The outside perimeter of the mesh shall be reinforced with 6" webbing. The mesh shall be fastened to the framework every 12" with a 1/4" x 1" self-drilling, self-tapping screw and a 1/4" fender washer or aluminum flat bar. The mesh shall be reinforced with 22-oz. vinyl material by each cross brace and center support bar. Any sharp edges must be covered to protect the covers from prematurely wearing. Mesh material must be able to be sewn by hand for repairs.
- d. Hydraulic Opener: Shall be an assembly installed as a separate unit of the trailer. Two hydraulic cylinders (U.S. made only) individually mounted horizontally on a separate frame and each cylinder rod connected to a pivot arm. The pivot arm pin must be anchored via a removable locking device. On the end of the arm, a 1" shaft and 2" UHMW roller that travels in a track fastened to the flip top framework. The covers will open 270 degrees to lay against the outside trailer sides. There shall be contact bumpers, three per side,

mounted on the trailer sides that the covers will make contact with and not the trailer. A diverter valve must be installed on the front drivers outside corner of the trailer just below the double spool valve for the screen opener to allow operation of hydraulic flip tops without operation of the walking floor. The valve for the opener shall be a double spool valve, which can operate the flip top covers without assistance of any other valving and shall also be mounted on front drivers outside corner of the trailer. The flip top opener and the unloading system shall have the ability to operate simultaneously without the assistance from any other valves. The valve shall be adjustable and lockable. All valving shall be located on the front driver's outside corner. The hydraulic hoses for the opener shall be 3/8" single wire with the clamps securing them to the trailer. Adjustable lockable restrictors shall be installed in the lines at the cylinders open and close. All fittings shall be JIC or swivel pipe.

- e. Painting: The openers shall be painted the same color as the trailer body before the mesh is installed. The power flip top opener and valving shall also be painted before installation.

## 12. Walking Floor:

Keith hydraulic operated Walking Floor. Model KRF11 available from Keith Manufacturing Company, P.O. Box 1, Madras, OR, 97741, Phone 503-475-3802. National: 1-800-547-6161, FAX: 1-503-475-2169.

- a. Drive Mechanism: The hydraulic cylinder shafts must be attached to the frame with (4) 5/8" bolts and will remain stationary. The 2" x 6" cross drives (all long shoes) are clamped directly to the hydraulic cylinder barrels and are supported by support rails which are attached to the center frame. The cylinders on each cross drive must be independently removable and interchangeable.
- b. Hydraulic System: (6) cylinders with 3" diameter bore, 1 3/4" OD x 1" ID 4130 piston rods with 10" stroke. Each unit of (2) cylinders are connected at the base of each cylinder. All hydraulic lines on the drive unit must be steel hydraulic tubing (no hoses). Each piston shall have (2) piston seals and a wear ring. Each cylinder head shall have two rod wipers; two wear rings and one seal.
- c. Mounting: Hydraulic drive mechanisms must be mounted in a center frame, which is attached to the trailer suspension sub-frame, or is a continuation of the suspension sub-frame.
- d. The Walking Floor: **Model 2297**. Unloader has moving extrusions extruded from 6061-T6 aluminum on 3.5" centers with 24" wear strips made of 6061-T6 aluminum on ends of extrusions. Top of each floor slat to be .250" minimum thickness with two .750" wide x .750" overall thick ridges with slot to accommodate #1212 polyurethane seal.
- e. Each floor extrusion shall be secured to the drive mechanism with (6) minimum 5/16" x 1" Allen type counter sunk bolts, grade 8 with self-locking nuts.
- f. The floor sub-deck tubing shall be 1" x 1" square steel tubing with a minimum of 12" 1" x 1" solid bar stock at the rear of the trailer.
- g. Each aluminum extrusion shall be supported by the high-density polyethylene bearings in the center and on each side of the floor slat with plastic between bottom foot of the extrusion and the trailer cross member. Minimum of 1 (one) #3004 hold down bearing at the rear end of each slat.

- h. Each cross sill has 24 high-density polyethylene bearings attached to it. Minimum bearings surface 15.45 square inches (9.07 square inches on the top of the bearing, 3.19 square inches on each side of the lower portion on the cross sill). The two tabs on each side of the cross sill that hold the bearings in place are at least 1.5" in length.
- j. Hydraulic system is powered by a hydraulic pump driven off a PTO mounted on the tractor transmission.
- j. Hydraulic connections shall be mounted on front center of trailer just below the window using 5601 and 5602 Aeroquip QD's. All plumbing from front of trailer to drive mechanism to be Synflex 3350-12 or Parflex 53LT, **NO SUBSTITUTIONS**, and to be routed inside a conduit, full length through the front bulkhead.
- k. All hydraulic connections to be swivel pipe or JIC fittings.
- l. Trailer air and electrical connections to be mounted towards driver's side of trailer approximately 12" lower than hydraulic couplers on a removable panel. Electrical sockets to be mounted with self-tapping bolts or nuts welded on the back side of plate.
- m. All removable panels will have nuts welded on back sides. 1/2" minimum bolt size.

13. Bidders Information.

- a. Two copies of manufacturers' descriptive literature of base unit, factory options and aftermarket equipment required to meet bid specifications must be submitted with the bid.
- b. All equipment listed as manufacturer's standard equipment must be furnished.
- c. The Mat-Su Borough desires a delivery date within 90 days upon receipt of order. The primary Vendor will be assessed a late delivery fee of \$100.00 per unit, per calendar day beyond the delivery date. Late delivery fee may be waived if requested in writing and supported by clear and convincing evidence that (1) the delay is beyond the bidders control and (2) the bidder has made every reasonable attempt to ensure timely delivery.
- d. Each unit it to have 1-year full warranty coverage or more if specified in manufacturers' literature unless otherwise specified. Primary vendor is responsible for all warranty work including transportation to secondary site location(s) for all component(s) repair. Units shall have a warranty against "bulging" of the sides more than 2" that shall cover repairs for a period of 2 years.
- e. The Primary Vendor shall guarantee local availability of parts or furnish by next day air shipment at no additional cost to the Mat-Su Borough during the warranty period.
- f. The Primary Vendor shall furnish the Mat-Su Borough one (1) Owner's Operator Manual per unit at the time of delivery to include all Owners' Operator Manuals for auxiliary mounted components.
- g. Vendor shall provide one inspection trip for one Mat-Su Borough employee. Vendor must provide the Mat-Su Borough 10 to 15 days notice prior to inspection. Vendor to have at least one unit ready for inspection prior to painting. The cost of transportation, food, and lodging shall be borne by the bidder at no additional cost to the Mat-Su Borough. The Mat-Su Borough reserves the right to a final inspection at the F.O.B. point to assure that the units still meet specifications.

- h. Unit to be delivered, ready for immediate operation and meet F.M.V.S.S. requirements.
- i. Manufacturers' Statement of Origin, dealer invoice and certified weight ticket to accompany unit at the time of delivery.
- j. Final payment on approval and acceptance of meeting specifications by the appropriate Mat-Su Borough entity. Failure to meet specifications is just cause for rejection and return of the unit(s) at the expense of the Primary Vendor.





**SECTION IV**

**BID FORM**

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**BID FORM**  
**SOLICITATION 19-067B**  
*Purchase Solid Waste Hauling Containers*

Provide all personnel, material, supplies, equipment, transportation and all other items as may be required to complete the services identified within the Scope of Work / Specifications entitled **Purchase Solid Waste Hauling Containers**. The bidder shall insert a Unit Price and a Bid Price opposite each Bid Item. The award will be made to lowest responsive and responsible bidder **TOTAL BID AMOUNT** .

Bid Item	Description	Quantity	Unit Price	Bid Price
<b>Base Bid</b>				
1.	40 CY Solid Waste Roll-Off Containers per Specifications and Attachment #1 Drawings. Delivered within 90 Days Upon Receipt of Order.	3	\$ _____	\$ _____
2.	40 CY Solid Waste Roll-Off Containers per Specifications and Attachment #2 Drawings. Delivered within 90 Days Upon Receipt of Order.	2	\$ _____	\$ _____
3.	40 CY Solid Waste Roll-Off Containers per Specifications and Attachment #3 Drawings. Delivered within 90 Days Upon Receipt of Order.	1		\$ _____
4.	40 CY Solid Waste Roll-Off Containers with Removable Covers per Specifications. Delivered within 90 Days Upon Receipt of Order.	4	\$ _____	\$ _____
5.	120 CY Solid Waste Container per Specifications. Delivered within 90 Days Upon Receipt of Order.	1		\$ _____
<b>Total Base Bid</b>				
<b>Additive Alternate #1</b>				
	40 CY Solid Waste Roll-Off Containers per Specifications and Attachment #1 Drawings. Delivered <b>after July 1, 2019</b> . Delivered within 90 Days Upon Receipt of Order.	4	\$ _____	\$ _____
<b>Additive Alternate #2</b>				
	120 CY Solid Waste Container per Specifications. Delivered <b>after July 1, 2019</b> . Delivered within 90 Days Upon Receipt of Order.	1		\$ _____

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**BID FORM (Continued)**  
**SOLICITATION #19-067B**  
*Purchase Solid Waste Hauling Containers*

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By signing below, the Bidder is hereby certifying to the following –

1. The Bidder has carefully examined the bid documents for solicitation number **#19-067B, entitled, Purchase Solid Waste Hauling Containers** and agrees to perform all specified services for the sum(s) provided above.
2. The individual signing below, or the firm association or corporation of which they are a member, has 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 this solicitation.
3. The individual signing below is authorized by the firm association or corporation to bind such association or corporation to a legal contract.
4. The individual signing below, or the firm association or corporation of which they are a member, is not debarred or suspended from doing business with the Matanuska-Susitna Borough.
5. They are acknowledging receipt of the following Addenda Numbers (if no addenda have been issued, either leave blank or write "N/A"):

Addenda numbers being acknowledged: _____
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\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Printed (or typed) Name

\_\_\_\_\_  
Contact Person (printed or typed)

\_\_\_\_\_  
Title (printed or typed)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Facsimile Number

It shall be the responsibility of the Bidder to see that their bid is received at or before the date and time fixed for opening.	To be considered responsive, Bidders should include the following with their bid: <ul style="list-style-type: none"><li>✓ Signed Bid Form (acknowledging Addenda if applicable)</li><li>✓ Any other items requested within the Instruction to Bidders &amp; Scope of Work</li><li>✓ Descriptive Literature</li></ul>
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**SECTION V**

**TERMS AND CONDITIONS**

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## **CONTRACT TERMS AND CONDITIONS**

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*Section headings are for purposes of convenience only and are not intended to form a part of nor to be used for interpretation of the text hereof, nor are any provision listed in any particular order of precedence. By the acceptance of this Purchase Order and/or commencement of performance for Goods, Seller agrees that the following terms and conditions apply to this contract.*

### **01. DEFINITIONS**

- a) "Buyer" shall mean the Matanuska-Susitna Borough.
- b) "Seller" shall mean the person or entity signing this Contract to supply the Goods required by the Buyer.
- c) "Contract" shall mean all terms and conditions, exhibits, amendments, modifications or other such documents set forth herein which shall govern the performance of the Seller. The term "Contract" and "Purchase Order" are interchangeable.
- d) "Goods" shall mean the material and/or equipment to be provided by Seller, as described by Buyer, and any additional material and/or equipment as may be required in connection with this Contract.
- e) "Destination" shall mean the area or location designated by the Buyer to which Goods shall be delivered.

### **02. RELATIONSHIP OF PARTIES**

Seller, including its employees, agents or representatives, shall be deemed an independent contractor and not an agent or employee of the Buyer. All benefits, coverage's and claims of its employees shall be the sole discretion of the Seller. Unless specifically authorized in writing by the Buyer, Seller shall have no authority to make commitments of any kind on behalf of the Buyer.

### **03. INTEREST OF MEMBERS OF THE BOROUGH AND OTHERS**

No officer, member, or employee of the Borough, and no member of its governing body, and no other public official of the governing body, shall participate in any decision relating to this Supply and Purchase Contract which affects his personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested in having any personal or pecuniary interest, direct or indirect, in this Supply and Purchase Contract.

### **04. CONFLICT OF INTEREST**

The Seller, all employees of the Seller, contractors and other personnel employed by the Seller providing materials or services under this Supply and Purchase Contract shall in no way stand to gain financially from the terms of this contract except for wages, salaries or bonuses paid by the Seller and shall abide by federal, state, and local laws and regulations associated with conflict of interest and financial disclosure. The Seller covenants, that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Seller further covenants that in the performance of this contract, no person having any such interest shall be employed.

### **05. RISK OF LOSS**

Notwithstanding any agreement with respect to deliver terms or payment of transportation charges, Seller shall bear risk of loss or damage as to Goods rejected by Buyer or as to which

acceptance has been revoked. Further, until delivery of Goods, including related services and information, risk of loss, regardless of cause, is Seller's responsibility.

## **06. WARRANTY**

Seller warrants that the Goods supplied are merchantable, of highest quality, comply with specifications, drawings and data submitted to or by Buyer in connection with this Contract, are free from defects, whether patent or latent, in design, material and workmanship and are suitable for the particular use for which the items are purchased and are free and clear of all liens and encumbrances. Seller further warrants that it has secured Buyer's right to own, sell or use Goods delivered under this Contract. Such warranty, together with service warranties, guarantees and other express or implied warranties, shall run in favor of the Buyer and shall survive any inspection, delivery or payment of and for the Goods. Seller will be responsible for all damages and costs incurred by Buyer arising out of or in connection with any breach of warranty. For purposes of this Contract, Goods shall include any documentation, such as quality control or test records, certificates of compliance that may be specified in connection with the Contract or are customarily furnished in the trade.

## **07. REMOVAL OF DEFECTIVE MATERIAL**

Seller will promptly remove, and replace at the Buyer's sole discretion, any material that the Buyer designates as nonconforming or defective.

## **08. BUYER SUPPLIED PROPERTY**

Buyer shall retain title to any drawings, sketches, designs, patterns, dies, molds, copying equipment and materials of every description paid for or supplied by Buyer for use in the performance of this Contract. Seller shall hold and maintain any such items at its risk and expense, shall keep such items insured at its expense while in its custody or control in an amount equal to the replacement cost thereof with loss payable to the Buyer and shall not use such items except in performance of this Contract. All such items shall be delivered to the Buyer upon demand in the same condition as when received, except for reasonable wear and tear and except to the extent such items have been incorporated into Goods delivered to Buyer or consumed in the normal performance of this Contract.

## **09. DRAWINGS, DATA AND MANUALS**

Seller will supply proper operating, training, maintenance, installation drawings, technical data and any other documentation that is required by the contract documents.

Seller shall submit any drawings, technical data or other such documents required for performance of this Contract for review by Buyer. Seller shall comply with all comments of the Buyer regarding such documents, but the Buyer's review shall not relieve Seller of its responsibility for correctness of engineering, design, workmanship, material and all other aspects of the Goods or from any other liability hereunder. Omissions from design drawings and technical data (data) which are manifestly necessary to carry out the Work shall not relieve the Seller from performing such omitted details or Work, but they shall be performed as if fully and correctly set forth and described in the data. All documents including but not limited to studies, calculations, assumptions, data, findings, results and reports and other information resulting from the performance of Seller hereunder shall become property of the Buyer. Seller shall, unless otherwise directed, deliver to the Buyer all such documents and information and Buyer shall have the right to use them for any purpose whatsoever.

## **10. DELAYS**

Time is of the essence in Seller's performance of this Contract. If Seller does not deliver material timely in accordance with the requirements of this Supply and Purchase Contract, Seller understands Buyer's work may be disrupted and delayed, and Seller may be required to pay Buyer any reasonable damages sustained as a result, unless the Contract provides for Liquidated Damages, at which point the Liquidated Damages would be applicable.

#### **11. EXCESS MATERIAL**

Seller agrees to accept the return of any Goods that may become excess, as determined by Buyer, and payment due from Buyer shall be equitably reduced.

#### **12. SUBSTITUTIONS**

No substitutions will be permitted without the express written consent of the Buyer. If Seller proposes any substitution, Seller guarantees that the substitution is equal in quality, capacity, durability, appearance, function, ease of maintenance, and ease of installation to the material originally specified.

#### **13. INSPECTIONS AND TESTING**

Buyer may inspect and test material at any time. Seller will facilitate Buyer's inspection and testing which may take place at the factory, in the warehouse, on the road, or in the field.

#### **14. AUDITS**

At any time during normal business hours and as often as the Borough or the Comptroller General of the United States may deem necessary, there shall be made available for examination all of the Contractor's records with respect to all matters covered by this contract and the Seller will permit representatives of the Borough or the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records, personnel information, conditions of employment, and other data relating to all matters covered by this contract.

#### **15. COMPLIANCE WITH THE LAW**

Seller shall fully comply with all federal, state and local laws, ordinances, statutes, rules, regulations, license and permit conditions or requirements (hereinafter "Laws"), including, but not limited to, all Laws pertaining to the environment, natural resources, employment, health and safety, and any other Laws affecting Seller's performance of this Contract. All fees and charges in connection with Seller's compliance with applicable Laws shall be borne by Seller. In the event of a violation by Seller of any Laws, or the failure of Seller to comply with same, Seller shall pay all fines, penalties and other expenses, including attorney fees, imposed upon or incurred by Seller or Buyer in connection therewith.

#### **16. CHANGES**

Buyer, by written order, may delete material to be supplied under this Supply and Purchase Contract, and the Supply and Purchase Contract Price will be equitably reduced. Buyer may order an increase in material to be supplied at the unit prices stated in the Supply and Purchase Contract. If no unit prices are stated, Seller will promptly, at the request of the Buyer, quote prices, and Buyer will promptly accept or reject the quote.

#### **17. TRANSPORTATION CHARGES**

Except in cases where Goods were quoted F.O.B. Destination, and unless otherwise agreed to in writing, transportation charges shall be prepaid and separately invoiced to Buyer. No insurance or premium transportation costs will be allowed unless authorized by Buyer.

## **18. ASSIGNMENTS AND SUBCONTRACTORS**

The Contractor may not assign any interest in the Contract to another person, nor delegate any duties to a subcontractor or other person without the prior written approval of the Purchasing Officer. Any attempt by the Contractor to assign any interest or delegate duties under the Supply and Purchase Contract shall give the Buyer the right to immediately terminate this Contract.

## **19. INDEMNITY**

The Seller shall indemnify, defend, and hold and save the Buyer, 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 attorney's fees. The Seller shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions, or other laws, rules, or regulations, contractual claims, or any other kind of loss, tangible or intangible, sustained by any person, or property arising from Seller, or Seller's officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Buyer or its agents, which are said to have contributed to the losses, failure, violations, or damage. However, Seller shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Buyer, its agents, or employees.

## **20. OFFSETTING ACCOUNTS**

Buyer may offset against the price of this Supply and Purchase Contract the amounts of any obligations of Seller to Buyer, whether arising out of this or any other project.

## **21. TERMINATION**

Buyer has the absolute right to terminate or suspend Work under this Contract by written notice to Seller. Such termination or suspension may be made in whole or in part and shall be at the sole discretion of the Buyer, may be done at any time and may be for any reason. Notice of termination or suspension may specify the schedule or manner and other conditions of the termination or suspension and Seller shall comply with therewith. In such event, Seller shall be entitled to payment for the Work performed up to the time of such termination or suspension in accordance with the terms of this Contract, including such expenditures as in the judgment of the Buyer are necessarily incurred by Seller in the orderly termination or suspension of its Work as prescribed in the notice.

## **22. KEY PERSONNEL**

To the extent that Key Personnel are specified for the performance of this Contract, such Key Personnel are considered to be essential to such performance. Prior to diverting any of the specified individuals to other programs, Seller shall notify Buyer not less than ten (10) days in advance and gain approval of Buyer. Seller shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation. No substitutions or deviations shall be made by the Seller without the written consent of the Buyer.



### **23. ATTORNEY'S FEES**

In the event of litigation arising out of this Contract, or performance or interpretation thereof, the court will award attorney fees pursuant to the Rule 82 of the Alaska Rules of Civil Procedure.

### **24. JURISDICTION AND CHOICE OF LAW**

Any civil action arising from this Supply and Purchase Contract shall be brought in the Superior Court for the Third Judicial District of the state of Alaska at Palmer or in the Federal District Court for the State of Alaska in Anchorage. The law of the state of Alaska shall govern the rights and obligations of the parties.

### **25. NON-WAIVER**

The failure of the Buyer at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provisions, no in any way effect the validity of this contract or any part thereof, or the right of the Buyer thereafter to enforce each and every protection hereof.

### **26. SEVERABILITY**

If any provision of the Supply and Purchase Contract or the application thereof to any person or circumstances is held invalid, the remainder of this contract and its application to other persons or circumstances shall not be affected thereby.

### **27. NOTICES**

Any notice required pertaining to the subject matter of the Contract shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

Buyer: Matanuska-Susitna Borough, Purchasing Office  
350 East Dahlia Avenue, Palmer, Alaska 99645

Seller: \_\_\_\_\_  
\_\_\_\_\_

### **28. EQUAL EMPLOYMENT OPPORTUNITY**

A. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. The Seller shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Seller agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the

Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam war era. The Seller will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Contract. The Seller shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in this section for applicants for employment and employees as the Buyer may require.

B. The Seller shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Buyer may require.

## **29. INSURANCE**

Seller warrants that it has obtained or will obtain such public liability, product liability, property damage employees' liability and compensation insurance as will protect Buyer from all risks arising out of the manufacture, sale or use of the Goods. If requested by Buyer, Seller shall furnish to the Buyer within three (3) days following the receipt of this Contract, a Certificate of Insurance acceptable to the Buyer evidencing compliance with the minimum insurance coverage required by Buyer as stated on the Insurance Requirements, the terms and conditions of which are incorporated herein.

## **30. STOP WORK ORDER**

Buyer may, at any time, by written notice to Seller, stop all or part of the Work hereunder for up to ninety (90) days. Upon receiving a stop-work order, Seller shall immediately comply with its terms and take all reasonable steps to avoid incurring any additional costs allocable to such work. Within ninety (90) days after the effective date of the stop-work order, Buyer shall either cancel the stop-work order or terminate the Work covered by the stop-work order. Buyer shall make an equitable adjustment in the delivery schedule and/or price if the stop-work order results in an increase in time or cost for performance. Seller must assert a claim for equitable adjustment within fifteen (15) days after the end of the work stoppage.

## **31. WORK PERFORMED AT SELLER'S RISK**

Seller shall perform all work at its risk and if the Work or any portion thereof shall be damaged in any way before the final completions and acceptance of the Work, Seller shall promptly repair or replace such damaged Work without expense to the Buyer. Seller shall be responsible for any loss or damage to equipment or other articles used or held for use in connection with the Work.

## **32. FLOW DOWN PROVISION**

In the event that this Contract is issued in connection with another government agency, the Buyer will make every effort to include any flow down or contract provisions required by that agency in this Contract. The Buyer reserves the right to include, and Seller agrees to comply with any flow down or other agency provisions. In the event that flow down or contract provisions required by other agencies or by Law are inadvertently omitted from this Contract, both Buyer and Seller agree to negotiate in good faith for that provisions inclusion into the Contract.

## **33. CONTRACTS ENFORCEABLE AGAINST THE BOROUGH (MSB CODE 3.08.120)**

A contract for supplies, services, professional services or construction, or any amendment to the contract, may not be enforced against the borough unless its terms have been approved in

accordance with this chapter, and unless the contract or amendment to the contract has been set forth in writing, executed in accordance with this chapter.

### **34. UNDERSTANDING**

The Seller acknowledges that the Seller has read and understands the terms of this Contract, has had the opportunity to review the same with counsel of the Seller's choice, and is executing this contract of the Seller's own free will.

**SECTION VI**  
**ATTACHMENTS**

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