



MTAA

METROPOLITAN TOPEKA AIRPORT AUTHORITY

TOPEKA REGIONAL | BILLARD AIRPORT
AIRPORT & BUSINESS CENTER

REQUEST FOR BIDS
FOR
ONE (1) NEW MAINTENANCE COMPACT EXCAVATOR

March 10, 2026

Metropolitan Topeka Airport Authority
6510 SE Forbes Ave., Ste. 1
Topeka, KS 66619-1446
(785) 862-2362

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INVITATION FOR BIDS

Pursuant to Resolution No. 18-264 of the Metropolitan Topeka Airport Authority, which sets bidding procedures, this notice for bids has been published, sent to all known active prospective bidders and posted on the MTAA website at www.mtaa-topeka.org.

Sealed bids will be received for the items herein listed by the President, 6510 SE Forbes Ave., Ste. 1, Topeka, Kansas 66619-1446, until **April 10, 2026 at 10:00 a.m.**, and then opened publicly. Proposals received after the bid closing time will be returned unopened.

Bids shall be submitted in a sealed envelope with the items for which the bids are intended clearly marked on the outside of the envelope.

ITEM FOR BID:

ONE (1) NEW MAINTENANCE COMPACT EXCAVATOR

All bids are to be submitted on forms available at the Office of the President, MTAA, 6510 SE Forbes Ave., Ste. 1, Topeka, Kansas 66619-1446 (see also form below). Copies of specifications and other documents are on file in the above office, are posted on the MTAA website at www.mtaa-topeka.org, and are open to public inspection.

The Board of Directors of the Metropolitan Topeka Airport Authority reserves the right to reject any or all bids or any part or parts thereof and to waive informalities.

INFORMATION FOR BIDDERS

1. Bids must be submitted on the duly executed copy of the Proposal Form available below or at the office of the President, Metropolitan Topeka Airport Authority, 6510 SE Forbes Ave., Ste. 1, Topeka, Kansas 66619-1446.
2. Bids must be sealed, addressed to the President, Metropolitan Topeka Airport Authority, 6510 SE Forbes Ave., Ste. 1, Topeka, Kansas, and endorsed on the envelope "**Proposal for Maintenance Excavator, MTAA, Topeka, Kansas**". The bidder's name and address must appear on the envelope.
3. Each bidder shall state in his Proposal his name, name of business, and the exact post office address. Anyone signing a Proposal as an agent for another must file with the Proposal acceptable evidence of his authority to do so.
4. Bidders are requested, but not required, to be present at the opening of the bids. All Proposals shall be made and received with the express understanding that the bidder accepts the terms and conditions contained in these instructions and in all documents included in the "Specifications" and other related documents.
5. The equipment to be furnished under this contract shall be delivered within the specified calendar days as set forth in the Specifications. This period of time will be counted as commencing Ten (10) days from the award of contract by the MTAA. The MTAA reserves the right to waive technicalities under this provision.

The time hereinabove fixed for the completion of the contract will be extended only upon written application by the bidder requesting such extension. Said written application by the bidder shall fully explain the necessity for the required increase of time. Such extension will only be granted as a result of strikes, unavailability of properly ordered materials, or other causes over which the bidder has no control. The Metropolitan Topeka Airport Authority President's decision regarding such extension shall be final and binding upon both parties.

6. Before the award of the contract, the successful bidder will be required to satisfy the MTAA as to experience and ability to furnish the equipment as specified.

7. The bidder shall base the bid on equipment to be furnished complying fully with the Specifications.
8. If any person who contemplates submitting a bid for this contract is in doubt as to the true meaning of any part of the Specifications or other proposed documents, he may submit to the Metropolitan Topeka Airport Authority's President a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The buyer will not be responsible for any other explanation or interpretation of the proposed documents.
9. The documents included in the contract for this bid include the Specifications on file with the President, MTAA; the Proposal and Contract hereto attached; Invitation to Bid and Information to Bidders.
10. Payment of Kansas State Sales Tax of Compensating (Use) Tax is not necessary and should not be included in unit prices bid for the equipment to be furnished under these specifications.
11. Guarantee: The bidder shall maintain parts and make all necessary repairs to the equipment where repairs are necessary by reason of defective workmanship; imperfection in material; or improper, imperfect, or defective preparation, for the warranty period.
12. No trade in on this bid.
13. Delivered to MTAA Administrative Office, Topeka Regional Airport and Business Center, 6510 SE Forbes Ave., Topeka, Kansas.
14. The Board of Directors of the Metropolitan Topeka Airport Authority reserves the right to reject any or all bids, or any part or parts thereof, and waive informalities.

SPECIFICATIONS - MINIMUM REQUIREMENTS

The following specifications and dimensions shall apply to the purchase of the above-described vehicle for the Metropolitan Topeka Airport Authority, Topeka, Kansas. The Board of Directors of the MTAA reserves the right to waive minor technicalities under these specifications. The bidder may substitute for any specified item to be equal to or greater than specified, however, the Board of Directors will review bid prices for the vehicle/equipment specified. The vehicle being bid shall be under standard production by the manufacturer and have parts stocked by a local distributor.

The bidder agrees, if the submitted proposal is accepted, to give the MTAA the standard written guarantees for specified time and mileage, as to design or material and workmanship of the vehicle. Bidder also agrees to replace any part failures covered by the guarantee at point of delivery and expenses of installing them free of all charges for guarantee period.

Excavator Specifications

1. ENGINE & PERFORMANCE

- Net Power: NTE 50 hp
- Engine: Diesel
- Max Digging Depth: 10 – 12 Feet
- Max Dumping Height: 10 – 14 Feet
- Max Digging Reach: 10 – 20 Feet
- Bucket Digging Force: 8,000 – 10,000 LBS.
- Arm Digging Force: 4,000 – 8,000 LBS.
- Auxiliary Hydraulic Flow Rate: 12-30 gpm

2. DIMENSIONS & CAPACITIES

- Operating Weight: NTE 12,000 LBS.
- Transport Length: NTE 20 Feet
- Overall Width: NTE 80 inches

3. KEY FEATURES

- Hydraulic Thumb
- EROPS with AC and HEAT
- Toothed Bucket (1)
- Smooth Bucket (1)

4. ACCESSORIES

- Hook Up at end of BOOM with Mower Capability

5. OPTIONS

- Quick Disconnect

6. DELIVERY

- Ninety (90) days from the signing of the contract. If there is going to be any delay beyond this time period, the bidder must indicate this in the proposal and provide an approximate alternate delivery date.

7. MEETING MINIMUM SPECIFICATIONS

- Bidder shall base the bid on meeting the minimum specifications. Any specifications that exceed or do not meet the minimum specifications, should be noted on the proposal.

Bid Proposal

For

One (1) New Maintenance Compact Excavator

Project or Bid Item

Date

Name of Bidder

Total Bid Price

To The

Metropolitan Topeka Airport Authority

1. The undersigned proposes to furnish new equipment and to conform to general specifications as contained in the Proposal and as follows:

(Provide a general description of item bid.)

(Provide a general description of any components of the bid item that do not meet the Specifications.)

(Provide a general description of any components of the bid item that exceed the Specifications.)

2. If notified of the acceptance of this Proposal within 10 days, the undersigned agrees to execute a contract for the work within 7 calendar days after receipt of notification.
3. In the event the bidder fails to execute the contract within the time set forth above, the undersigned agrees the Bid Security shall become the property of the MTAA, as liquidated damages for the delay and additional expense to the MTAA caused thereby.

The undersigned hereby declares that he has examined the Contract Documents, and submits this Proposal in compliance therewith. The undersigned understands that his competence and responsibility, as well as any other factors of interest to the MTAA may be a consideration in making the award. The MTAA reserves the right to reject any or all proposals and to waive technicalities concerning the proposal received as it may be in its best interest to do so.

BY _____

_____ Delivery Date

TITLE _____

_____ Address

_____ Telephone Number

CONTRACT

This Agreement is made and entered into this XXth day of April, 2026, by and between the Metropolitan Airport Authority, hereinafter referred to as the "MTAA", and _____, hereinafter referred to as the "Contractor".

ARTICLE I

According to authorization of the MTAA Board of Directors and as posted on the MTAA website beginning on the 10th day of March, 2026 and advertised in the Topeka Capital-Journal on the 20th day of March, 2026, and due consideration given on said bids, the MTAA Board of Directors, meeting in regular session, on the 21st day of April, 2026, did accept the Proposal of the Contractor for _____ Dollars and _____ Cents (\$_____) for _____.

Said Proposal is on file in the MTAA President's Office and is a part of this contract and as such is the lowest and best bid of those submitted.

ARTICLE II

It is hereby mutually agreed between the MTAA and the Contractor.

That:

- A. In accordance with the terms, conditions, specifications and price quotation as contained in the Specifications and the Proposal, the MTAA awards the bid to _____, and _____ accepts this contract.
- B. The agreed price under this contract is \$_____ as shown on the Proposal and pertinent documents made a part here within.
- C. The MTAA will pay the Contractor the contract price as here within specified within 45 days, providing delivery, official acceptance and the submission of invoice, inclusive.

ARTICLE III

It is further agreed by and between the MTAA and the Contractor that time and punctuality are essential elements of this contract and that the parties will perform the obligations assumed by them as and when provided by the terms and conditions of the Proposal and Specifications.

The conditions as stated within "Exhibit A" as attached are hereby incorporated as part of this contract.

IN WITNESS WHEREOF, the parties affixed their signatures this ____ day of April, 2026.

METROPOLITAN TOPEKA AIRPORT AUTHORITY

ATTEST:

"MTAA"

MTAA Secretary or Designee

Chairman of the Board of Directors
or authorized representative

Date

ATTEST:

Contractor Secretary or Designee

Contractor authorized representative

Date

MTAA:

STATE OF KANSAS)
):SS
COUNTY OF SHAWNEE)

BE IT REMEMBERED, that on this _____ day of _____, 2026, before me, the undersigned Notary Public in and for the County and State aforesaid came **Eric M. Johnson** of **THE METROPOLITAN TOPEKA AIRPORT AUTHORITY**, who is personally known to be to be the same person who executed the above contract, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

(SEAL)

Notary Public

My appointment expires: _____.

CONTACTOR:

STATE OF KANSAS)
):SS
COUNTY OF SHAWNEE)

BE IT REMEMBERED, that on this _____ day of _____, 2025, before me, the undersigned Notary Public in and for the County and State aforesaid came (Print Name) _____ of _____, who is personally known to be to be the same person who executed the above contract, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

(SEAL)

Notary Public

My appointment expires: _____.

EXHIBIT A

STANDARD PROVISIONS INCORPORATED
INTO CONTRACTS WITH THE METROPOLITAN
TOPEKA AIRPORT AUTHORITY

The Metropolitan Topeka Airport Authority (“MTAA”) and the undersigned contractor/vendor (“Contractor / Vendor”) agree that the following provisions are incorporated into and made a part of their agreement dated the _____ day of _____, 2026 and to which this document is attached (the “Agreement”).

The Metropolitan Topeka Airport Authority (“MTAA”) and the undersigned contractor/vendor (“Contractor / Vendor”) agree that the following provisions are incorporated into and made a part of their agreement dated the _____ day of _____, 2026 and to which this document is attached (the “Agreement”).

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** This Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Agreement shall reside only in courts located in Shawnee County, Kansas.

3. **Termination Due to Lack Of Funding Appropriation:** If, in the judgment of the MTAA, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the MTAA may terminate this agreement at the end of its current fiscal year. The MTAA agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided the MTAA under the Agreement. The MTAA will pay to the Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the Agreement by the MTAA, title to any such equipment shall revert to Contractor at the end of the MTAA's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the MTAA or the Contractor.

4. **Disclaimer of Liability:** No provision of this Agreement will be given effect that attempts to require the MTAA to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the MTAA is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause:** The Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the MTAA; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the Contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Agreement may be canceled, terminated, or suspended, in whole or in part, by the MTAA.

6. **Acceptance of Contract:** This Agreement shall not be considered accepted, approved or otherwise effective until all required approvals of the MTAA Board of Directors have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this Agreement shall find that the MTAA has agreed to binding arbitration, or the payment of damages or penalties. Further, the MTAA does not agree to pay attorney fees, costs, or late payment charges.

8. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes:** The MTAA shall not be responsible for, nor indemnify any contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this Agreement.

10. **Insurance:** The MTAA shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Agreement, nor shall this Agreement require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the Contractor shall bear the risk of any loss or damage to any property in which the Contractor holds title.

11. **Information:** No provision of this Agreement shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*

12. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Agreement shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

VENDOR/CONTRACTOR:

Print Name: _____

Title: _____

Date: _____

METROPOLITAN TOPEKA AIRPORT AUTHORITY

By: _____

Title: _____

Date: _____