



MTAA

METROPOLITAN TOPEKA AIRPORT AUTHORITY

TOPEKA REGIONAL | BILLARD AIRPORT
AIRPORT & BUSINESS CENTER

REQUEST FOR BIDS

FOR

THREE (3) NEW AND UNUSED

ZERO-TURNING RADIUS MOWERS

August 31, 2020

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 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 August 31, 2020 at 11:00 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:

THREE (3) NEW AND UNUSED ZERO-TURNING RADIUS MOWERS

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. 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 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 Three (3) New and Unused Zero-Turning Radius Mower**". The bidder's name and address shall also 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. The equipment must meet all OSHA safety standards. Delivered to MTAA Maintenance Shop, Topeka Regional Airport and Business Center, 6331 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

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.

THREE (3) NEW AND UNUSED ZERO TURNING RADIUS MOWERS MINIMUM REQUIREMENTS

1. Cutting Width: Minimum 72 inches.
2. Height of Cut Range: 1 3/4" - 4".
3. Mower Weight: 1500 - 2200 lbs.
4. Engine: Minimum 25 HP, 3 Cylinder, Liquid cooled diesel.
5. Transmission: Hydrostatic.
6. Brakes: Must have parking brake and brakes for normal mower operation.
7. Turning Radius: Zero turning radius both directions.
8. Fuel Capacity: 10 plus gallons.
9. Mower Deck: Side guard of mower deck must be a minimum of 10-gauge steel plate with additional reinforcement under spindle. Heavy-duty spindle assembly with tapered roller bearings and grease bypass to prevent over-greasing.
10. Seat: Spring loaded, high back cushioned seat with a seat safety switch.
11. Service: Mower is to be serviced and ready for operation at time of delivery with grease, oil, and other fluids to proper levels. All parts and fittings shall have been checked and adjusted or otherwise accounted for.

12. Delivery: Shall be made F. O. B. to MTAA Maintenance Shop, 6331 SE Forbes Ave., Topeka KS 66619.
13. The standard factory warranty and Bill of Sale must accompany mower at time of delivery. All technical and warranty specifications must be included with the bid.
14. 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.
15. Delivery date should be within 120 days of 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.
16. Delivery of the Service and Repair Manuals is requested at time of delivery of equipment.

Bid Proposal

For

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 ____ day of _____, 2020, 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 _____ day of _____, 2020 and advertised in the Topeka Capital-Journal on the _____ day of _____, 2020, and due consideration given on said bids, the MTAA Board of Directors, meeting in regular session, on the _____ day of _____, 2020, 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 _____, 2020.

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 _____, 2020, 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 _____, 2020, 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 _____, 20____ and to which this document is attached (the “Agreement”).

1. To the extent that any term of this document is inconsistent with any term of the agreement to which it is attached, the term of this document shall control.

2. The MTAA is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* If sufficient funds are not appropriated to continue the functions contemplated by the Agreement or for the payment of the charges hereunder, the MTAA may terminate the Agreement at the end of its current fiscal year. The MTAA agrees to give written notice of termination to the Contractor/Vendor at least thirty (30) days prior to the end of its current fiscal year. The Contractor/Vendor shall have the right, at the end of such fiscal year, to take possession of any of its equipment, leased or otherwise, provided to the MTAA under the contract. The MTAA will pay to the Contractor/Vendor 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 and possession of any equipment purchased by the MTAA, under contract, but not fully paid for, shall revert to the Contractor/Vendor at the end of 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/Vendor.

3. The Contractor/Vendor 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 not to discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in hiring, employment practices or in the administration of its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase “equal opportunity employer”; (c) to comply with the reporting requirements set out in 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 subparagraph (c) above; (f) that a finding by an administrative agency or court of competent jurisdiction that the Contractor/Vendor has failed to comply with the requirements of subparagraph (a) above or a failure by the Contractor Vendor to comply with any of the requirements of subparagraphs (b), (c) or (d) above shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended in whole or in part by the MTAA.

4. The MTAA shall not be responsible for, nor indemnify for, any federal, state or local taxes which may be imposed or levied upon the subject matter of the Agreement.

5. The MTAA shall not be required to purchase, any insurance against loss or

damage to any personal property to which the Agreement relates, nor shall the Agreement require the MTAA 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/Vendor shall bear the risk of any loss or damage to any personal property to which the Contractor/Vendor holds title.

VENDOR/CONTRACTOR:

Print Name: _____

Title: _____

Date: _____

METROPOLITAN TOPEKA AIRPORT AUTHORITY

By: _____

Title: _____

Date: _____

ADDENDUM NO. 1
to
THREE (3) NEW AND UNUSED ZERO-TURNING RADIUS MOWERS

A review of the specifications after they were released determined that the MTAA neglected to include information on the desired direction of discharge. The following information is being distributed as Addendum No. 1 to the bid specifications:

9.a. Mower deck shall be rear discharge.