

1350 POMERELLE AVE., BURLEY, ID 83318

KODIAK AMERICA LLC BID PACKAGE FOR

City of Ann Arbor

ITB No. 4413 – Airport Snow Removal Equipment COPY



Phone (208) 438-8248 FAX (208) 438-8502 Website: <u>www.kodiakamerica.us</u>

CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Company Name

Signature of Authorized Representative

Dat

Kent Pilling Ph.D. General Manager

Print Name and Title

1350 Pomerelle Ave. Burley, Idaho 83318

Address, City, State, Zip

208 650-8498 kent@kodiakamerica.us

Phone/Email address

Questions about the Notice or the City Administrative Policy, Please contact:

Procurement Office of the City of Ann Arbor

(734) 794-6500



Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

- No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
- No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
- No City employee is contemporaneously employed or prospectively to be employed with the vendor.
- Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
- 5. Please note any exceptions below:

Vendor Name	Vendor Phone Number
Kodiak America LLC	208 650-8498
Conflict of Intere	st Disclosure *
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there maybe a potential conflict of interest.	() Relationship to employee_ () Interest in vendor's company () Other_
	None

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that the information provided is true and correct by my signature below:

× Had Pul	2/2/2016	Kent Pilling Ph.D.
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative
PROCUREMENT USE ONLY		
Yes, named employee was involved in 5ld / i No, named employee was not involved in pro	• •	decision.

INVITATION TO BID

City of Ann Arbor Guy C. Larcom Municipal Building Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements, Vendor Conflict of Interest Form, Instructions to Bidders, Bid Forms, Purchase Order (or Agreement) Terms and Conditions, General Conditions, Detailed Specifications, and all Addenda, and understands them. The Bidder declares that it conducted a full investigation of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

As of 2/2/2016

In accordance with these bid documents, and Addenda numbered $\underline{0}$, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract. The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

(This Space Intentionally Left Blank)

SIGNED THIS 1	DAY OF <u>February</u> , 2016.
Kodiak America LLC	Kat Pells
Bidder's Name	Authorized Signature of Bidder
1350 Pomerelle Ave. Burley, ID 833318	_ Kent Pilling Ph.D.
Official Address	(Print Name of Signer Above)
2 <u>08 650-8498</u>	kent@kodiakamerica.us
Telephone Number	Email Address for Award Notice

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is: * A corporation organized and doing business under the laws of the State of _____, bearing the office title , for whom of , whose signature is affixed to this Bid, is authorized to execute contracts. NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority A limited liability company doing business under the laws of the State of Delaware, whom Kent Pilling Ph.D. bearing the title of Manager whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC. * A partnership, organized under the laws of the State of and filed in the county of _____, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary): * An individual, whose signature with address, is affixed to this Bid: ___ (initial here) Authorized Official **Date** <u>Feb. 1</u>, 2016 (Print) Name Kent Pilling Ph.D. Title General Manager Company: Kodiak America LLC Address: 1350 Pomerelle Ave. Burley, Idaho 83318

Contact Phone (208 650-8498 Fax (208 260-5421

Email kent@kodiakamerica.us

BID FORM

Section 1 – Schedule of Prices

Company:	Kodiak America LLC
Project:	Airport Snow Removal Equipment, ITB - 4413
Base Bid – A	irport Snow Removal Equipment Blower and All Required Accessories
Equipment pr	quipment and work outlined in these documents for the Airport Snow Removal cocurement, complete as specified, using equipment and materials only of the type urers where specifically named.
	(\$_72,400)

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (\checkmark) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
 - a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic product
- 3. To furnish US domestic product for any waiver request that the FAA rejects
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
 - 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 - 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

2/2/2016	Kat Jell
Date	Signature
Kodiak America LLC	General Manager
Company Name	Title

(These forms must be completed and submitted with the Proposal.)



Buy American Waiver Approval - Kodiak Snow Plow and Runway Broom Products 🗅

Daniel Favarulo

to: Kent Pilling

09/28/2012 11:39 AM

APP-520, Airport Improvement Program Branch Cc: Nancy S Williams, Kendall Ball

Kent:

Thank you for sending us the documents related to your Buy American Preferences waiver request for Kodiak America's various snow blower and runway broom products. We have confirmed that these products meet the Buy American Preference requirements in 49 U.S.C. 50101 with a waiver under Section 50101(b)(3). Additional waiver application materials are not required for Airport Improvement Program (AIP) projects. The waiver should be reflected shortly on the Buy American Waiver List that is posted on the FAA website at http://www.faa.gov/airports/aip/buy american/." Please contact Nancy Williams if you have any further questions.

Thanks,

Daniel Favarulo
Airport Improvement Program Branch (APP-520)
Federal Aviation Administration
800 Independence Ave, SW
Washington, D.C. 20591
202-267-8826
daniel.favarulo@faa.gov

Kent Pilling

Dan Attached please find the forms complete...

09/25/2012 04:05:11 PM

From:

Kent Pilling <kent@kodiakamerica.us>

APP-520, Airport Improvement Program Branch

To:

Daniel Favarulo/AWA/FAA@FAA,

Date:

09/25/2012 04:05 PM

Subject:

Re: Buy America List from Kodiak America LLC

Dan

Attached please find the forms completed that you requested in order for Kodiak America LLC to be included on the "Buy America List". We manufacturer a number of different models of snow blowers and runway brooms. I have completed a form for each of those pieces of equipment. If there is more information required please let me know.

Regards, Kent Pilling Ph.D. Kodiak America LLC.

On 9/12/2012 8:30 AM, Daniel.Favarulo@faa.gov wrote:

Kent:

Please complete the attached form and send it back to myself and Nancy Williams (ccd on this email). Instructions for how to complete the form are on the worksheet. Once submitted we will review. Thanks,

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (\checkmark) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
 - a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic products
- 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Ш	The bidder or offeror hereby certifies it cannot comply with the 100% Buy American
	Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under

 $49~USC \S 50101(b)$. By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
- 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- 4. To furnish US domestic product for any waiver request that the FAA rejects.
- 5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

2/2/206	x stowy		
Date	Signature		
Kodiak America LLC	General Manager		
Company Name	Title		

(Rev. December 2014) Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

HILCHIC	a nevertide Service											
	1 Name (as shown on your income tax return). Name is required on this line; d	o not leave this line blank.										
ςi	2 Business name/disregarded entity name, if different from above											
	Kodiak America											
Print or type Specific Instructions on page		ollowing seven boxes: on Partnership	☐ Tru	ust/es	state	certa	emption in entiti uctions	es, no	ot inc	dividu		
ons ons	single-member LLC III I imited liability company. Enter the tax classification (C–C corporation, S–	any. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)				Exen	npt paye	e co	de (if	any)_		
single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) P Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. Other (see instructions) P					Exemption from FATCA reporting code (if any)				I			
in H	Other (see instructions)					(Applie	s to accou	nts mai	ntaine	d outsid	e the U.	S.)
T iệi	5 Address (number, street, and apt. or suite no.)		Reques	ter's	name a	and ad	dress (d	ption	al)			
bec	1350 Pomerelle Ave											
9	6 City, state, and ZIP code											
See	Burley, ID 83318											
	7 List account number(s) here (optional)											
Pai	t I Taxpayer Identification Number (TIN)											
Enter	your TIN in the appropriate box. The TIN provided must match the nan	ne given on line 1 to avo	bid	Soc	cial sec	curity	numbe					
backı	up withholding. For individuals, this is generally your social security nuneral alien, sole proprietor, or disregarded entity, see the Part I instruction	nber (SSN). However, fo	or a			_		١.	_			
	es, it is your employer identification number (EIN). If you do not have a r						LL	_				
TIN o	n page 3.			or								1
	. If the account is in more than one name, see the instructions for line 1	and the chart on page	4 for	Em	ployer	identi	fication	nun	ber			
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	r penalties of perjury, I certify that:	h (. ha ia	اممیرم	+	and				
	ne number shown on this form is my correct taxpayer identification num											
Se	m not subject to backup withholding because: (a) I am exempt from ba ervice (IRS) that I am subject to backup withholding as a result of a failu longer subject to backup withholding; and	ckup withholding, or (b) re to report all interest o) I have or divide	not I ends	been r , or (c	notifie) the l	d by th RS has	ie Int noti	erna	al Rev me t	venue hat l	em
3. la	m a U.S. citizen or other U.S. person (defined below); and											
	e FATCA code(s) entered on this form (if any) indicating that I am exemp											
becar intere gener	fication instructions. You must cross out item 2 above if you have been use you have failed to report all interest and dividends on your tax returnest paid, acquisition or abandonment of secured property, cancellation or ally, payments other than interest and dividends, you are not required to the ctions on page 3.	n. For real estate transa of debt, contributions to	actions, o an ind	item ividu	ı 2 doe ıal reti	es not remer	apply. nt arrar	For gem	mor ent	tgag (IRA)	e , and	
Sign Here		Da	te ►	2-	2.	20	طا(1				
Ger	neral Instructions	 Form 1098 (home mor (tuition) 	rtgage in	teres	t), 1098	B-E (st	udent lo	an int	teres	t), 109	98-T	
	on references are to the Internal Revenue Code unless otherwise noted.	• Form 1099-C (cancele	ed debt)									
	e developments. Information about developments affecting Form W-9 (such islation enacted after we release it) is at www.irs.gov/fw9.	 Form 1099-A (acquisition or abandonment of secured property) 										
	pose of Form	Use Form W-9 only if provide your correct TIN	v.		•	·	_			•		
An ind	lividual or entity (Form W-9 requester) who is required to file an information	If you do not return Fo	orm W-9	to th	e reque	ester w	ith a Tl	V, you	ı mig	ght be	subje	ect

return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

CONTRACTOR'S DBE PLAN

(Submit this form and attach one DBE Letter of Intent Form for each DBE subcontractor, supplier or manufacturer.)

Project Name/Location:A	an Arbor Municipal Airport		
FAA AIP Project No:IT	B No. 4413		
Total Awarded Contract Amo	ount: _ \$		
Name of Bidder's Firm: Ko	odiak America LLC		
Street Address: 1350 P	omerelle Ave.		
City: Burley	State:	daho	_Zip: <u>83318</u>
Printed title of signer: X			
		ION SUMMARY	
GOAL = 0%	DBE Contract Amo	ount DBE Value	<u>Contract</u>
DBE Prime Contractor	\$ x 1.00 =	\$	%
DBE Subcontractors	\$ x 1.00 =	\$	%
DBE Suppliers	\$ x 0.60 =	\$	%
DBE Manufacturers	\$ x 1.00 =	\$	%
* Total Proposed DBE P	articipation	\$	
Established DBE Goal		\$	0%
* If the total proposed DBE documentation of the good fai	participation is less than t	the established DBE goal, B	idder must provide written
documentation of the good fai	un errorts as required by 49 C	LFR Part 20.	
Affirmation:			
The undersigned hereby assur	res that the information inclu	uded herein is true and correc	t, and that the DBE firm(s)
isted on the attached DBE Le tems noted for each firm. The	tter of Intent Forms have agre he undersigned further under	eed to perform a commercially stands that no changes to this	useful function in the work
prior approval from the Civil l	Rights Staff of the Federal Av	viation Administration.	prair may be made without
1/4		ConorolMono	and the same of th
(Signature of Bidder)	s representative)	General Mana (Title)	iyaı
(<u>0</u>	F	(1110)	

DISADVANTAGED BUSINESS ENTERPRISE POLICY STATEMENT

Kodiak America LLC is located in a rural town in Idaho. The closest major city is two hours away. Twenty (20)% of our employees are Hispanic and ten (10)% are women. The company has 48 employees. We advertize for qualified employees of any race or gender.

There are very few other industries in the town and the population we draw-on for employees is restricted to the mostly local white & Hispanic males. We order all our major components i.e. axles, engines, transfer cases, transmissions, runway sweepers and steering systems, from large companies that I am sure are able to better comply with the requirement for DBE, minority/women ownership and participation.

Manufacturing of these very complex units requires that the steps of assembly be done in a prescribed sequence. One part has to be completed before another step is taken. Wiring, ducting, heating, electrical, deluge systems are required to be integral and if not installed in the proper sequence then other finished work would have to be torn apart to install at a later date. The trucking of our units to destination after manufacturing is done by a contract trucker. If he is unavailable we call a dispatcher who locates a truck to ship our units to their respective destination.

There is a very limited opportunity to fully participate in DBE, as we cannot locate businesses who are certified DBE in Idaho. Kodiak obtained a list of all DBE's in Idaho and none of them matched the manufacturing that we do. We have no policy that restricts their involvement. We purchase parts and outsource our painting to Hispanic and women owned companies but they are not certified DBE's.

SUBCONTRACTORS AND SUPPLIERS

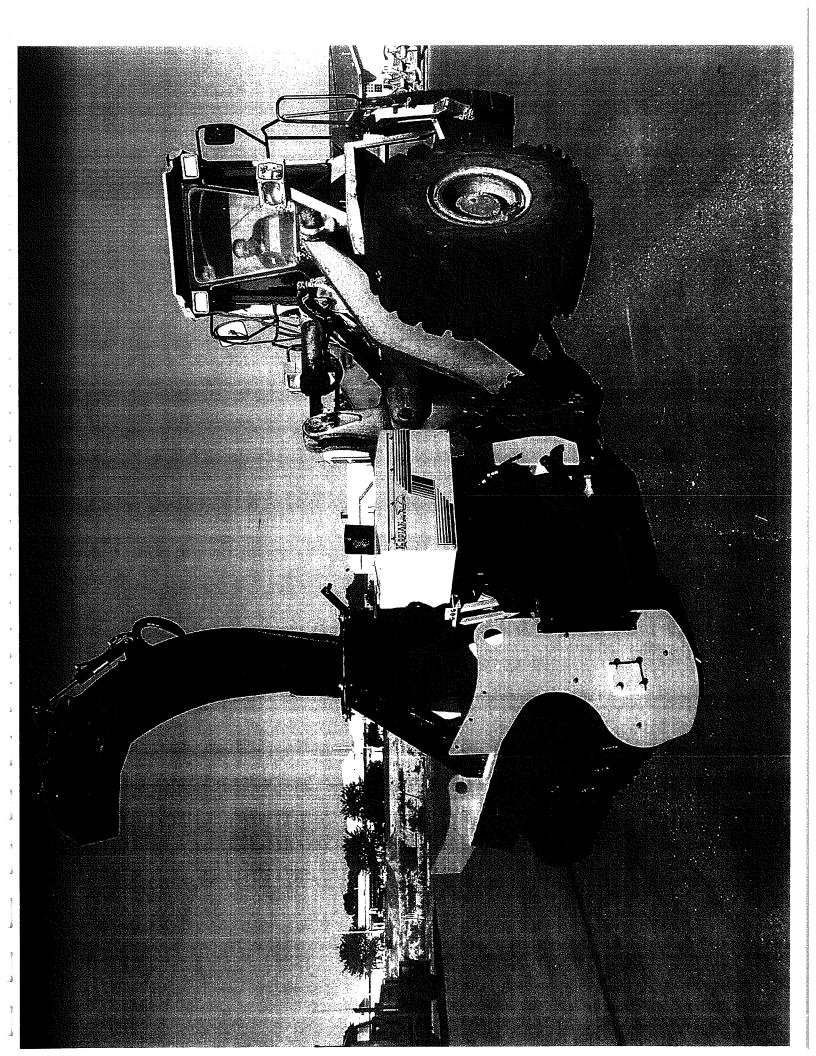
Kodiak America does not use any sub contractors. All manufacturing and assembly work is done at their two factories. All major components i.e. axles, transfer cases, transmissions, engines, hydrostatic and hydraulic packages are purchased from individual manufacturers, delivered to the factory and installed on site. Since manufacturing and assembly occurs sequentially it is not feasible nor possible to subcontract to companies or residents of Idaho. The factories are located in rural Idaho and it is therefore also not feasible to provide employment opportunities from other States. No Disadvantaged Business Enterprise has ever shown any interest in our company.

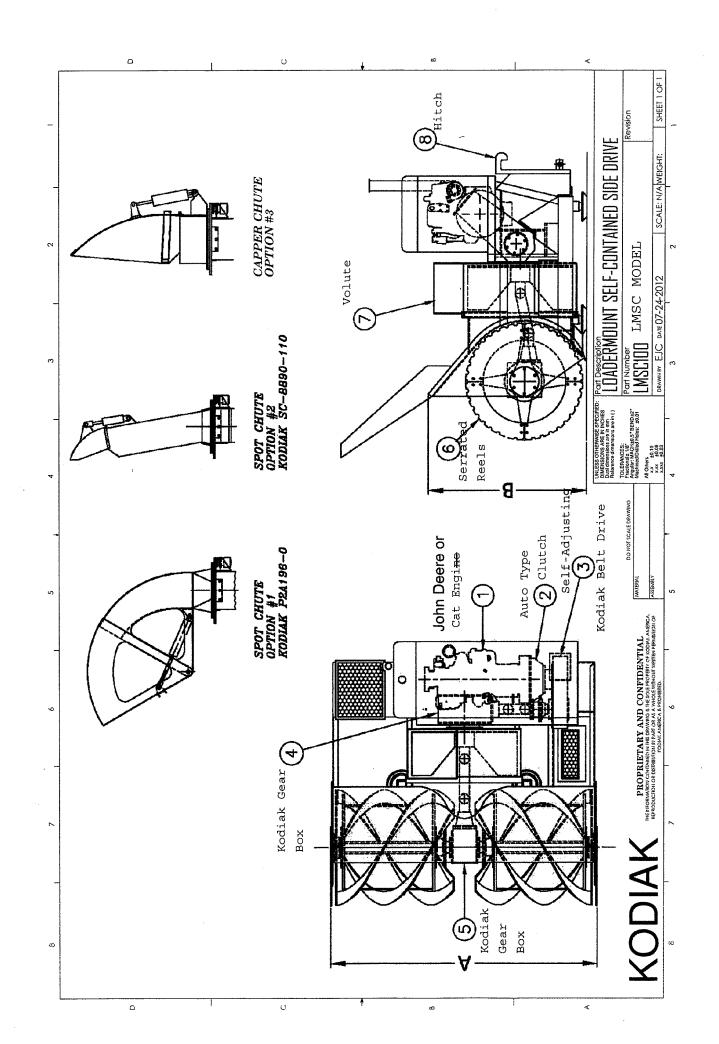
Kent Pilling Ph.D. Kodiak America LLC



TECHNICAL PACKAGE







7/24/2012



Snow Removal Products

LMSC SERIES Loader Mounted Snow Blower (Brochure)



- Designed and manufactured complete by Kodiak America. Nothing added by a third part. Turnkey, single source, factory direct.
- Engine: John Deer 4046 @ 170 Horsepower
- Emergency Stop
- Capacity: 520 tons/hour documented with test results available
- Cold weather starting aid
- Engine Block Heater
- Audible and visual warning for high coolant temp, low coolant level and low oil pressure
- Air cleaner with air restriction gauge
- 70 amp alternator
- Fuel filters with visible water separator and drain
- Low oil pressure engine shutdown with warning light
- Remote control panel secured in loader cab
- Exhaust system designed to direct exhaust up and away from operator
- 110 volt VAC block heater
- Maximum capacity radiator with extended life coolant
- Low coolant level warning light
- Cutting width: 102 inches
- Ribbons: Serrated bolted onto reels, clockwise rotation
- Ribbon Diameter: 30 inches, 3/8" thick with spokes 3/8"
- Volute Diameter: 36inches
- Cutting Height: 44 inches

- Overall Length 114" Approx.
- Fan Blades: 3/8"" T-1 thick Replaceable
- Shear pin protection for reels and fan
- Carbide Bottom cutting edge
- Carbide Skid shoes
- Fuel Capacity 70 gallons
- Kodiak Spot Casting Chute (customer choice)
- Scraper Blade
- Two 12 volt batteries
- Casting Distance: 70'
- Drive Train: Engine Clutch Belt Drive Right Angle Gear Box Center Drive Gear Box
- Side Cutter Bars: Customer preference
- Two sets of work lights: Top of snow blower body and top of chute
- 180 degree chute rotation
- Wireless Controls for Blower (optional)
- Gauges: Voltmeter, Fuel Gauge, engine oil pressure gauge, tach, Coolant temp gauge, engine throttle Engine start and stop control
- Electrical: Lighted engine coolant tempt gauge, lighted fuel level gauge, stop engine warning light, check engine warning light, Visual alarm for low fuel level, check engine, automatic protection for clutch
- Color: Customer Preference
- Hard copy operation and maintenance manuals
- Quick Hitch







CATERPILLAR®

JOHN DEERE









DETROIT DIESEL



1350 Pomerelle Ave Burley, Idaho 83318 Phone: 208-438-8248

Fax: 208-438-8502

Website: www.kodiak-america.us Email: snowremoval@kodiak-america.us



PowerTech Plus" 4045H Diesel Engine Specifications

PERFORMANCE DATA

Rated Speed

Intermittent

173 hp (129 kW) @ 2400 rpm

Peak Power

173 hp (129 kW) @ 2400 rpm

Power Bulge %

0% <u>@</u> 2400 rpm

Peak Torque Torque Rise %

476 lb-ft $\,$ (645 N.m) $\,$ @ 1500 rpm $\,$ 26% $\,$ @ 1500 rpm

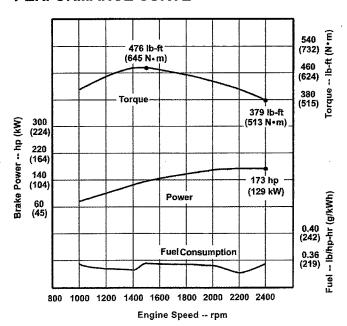
RATED BHP is the power rating for variable speed and load applications where full power is required intermittently.
CONTINUOUS BHP is the power rating for applications operating under a constant load and speed for long periods of time.
HEAVY DUTY - see application ratings/definitions, engine performance curves.

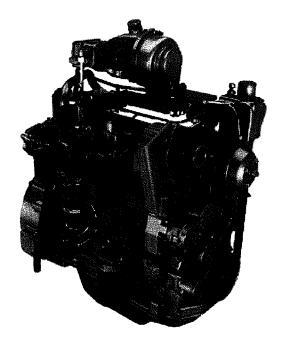
POWER OUTPUT is withing + or - 5% at standard SAE J 1995 and

ISO 3046.

CERTIFICATIONS: EPA Tier 3, EU STAGE III A AND CARB

PERFORMANCE CURVE





Photographs may show non-standard equipment

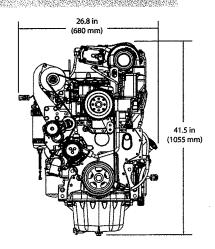


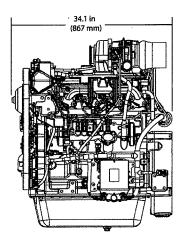
PowerTech Plus" 4045H Diesel Engine Specifications

GENERAL DATA

Model	4045HF485	Aspiration	Air-to-Air
Number of Cylinders	4	Lengthin. (mm)	34.1 (867)
Displacement L (cu.in)	4.5 (275)	Widthin. (mm)	26.8 (680)
Bore X Strokein. (mm)	4.19 x 5.00 (106 x 127)	Heightin. (mm)	41.5 (1055)
Compression Ratio	17.0:1	Weight, drylb (kg)	1083 (491)
Engine Type	In-line, 4-Cycle		

DIMENSIONS





Specifications and design subject to change without notice

REATURES AND BENEFITS:

Variable Geometry Turbocharger (VGT)

· Varies exhaust pressure based on load and speed to insure proper EGR flow; greater low-speed torque, quicker transient response, higher peak torque, and best-in-class fuel economy.

Cooled Exhaust Gas Recirculation (EGR)

 Cools and mixes measured amounts of cooled exhaust gas with incoming fresh air to lower peak combustion temperatures, thereby reducing NOx.

4-Valve Cylinder Head

• Provides excellent airflow resulting in greater low speed torque and better transient response. Cross flow design.

Air-to-Air Intercooling

 Most efficient method of cooling intake air to help reduce engine emissions while maintaining low speed torque, transient response time and peak torque. Enables an engine to meet emissions with better fuel economy and the lowest installed costs

High Pressure Electronic Fuel Injection Systems

• HPCR: Higher injection pressures, up to 1600 bar (23,500 PSI), variable injection pressure, and variable timing control.

Compact Size

• Horsepower/displacement ratio is best-in-class (lower installed

• Mounting points for Tier 3/Stage III A engine models same as Tier 2/Stage 2 engine models

John Deere Electronic Engine Controls

- Monitors critical engine functions providing warning and/or shutdown to prevent costly engine repairs; eliminates need for add-on governing components; all lowering total installed costs. Snapshot diagnostic data that can be retrieved using commonly available diagnostic service tools
 - · New common wiring interface connector for vehicles or available OEM instrumentation packages; new solid conduit and "T" connectors to reduce wiring stress, greater durability and improved appearance
- Factory installed engine mounted ECU or remote mounted ECU, wiring harness and associated components
- Industry standard SAE J1939 interface which communicates with other vehicle systems, eliminating redundant sensors and reducing vehicle installed cost

Engine Performance

- · Multiple rated speeds to further reduce noise and improve fuel economy
- New higher peak torque ratings
- · Better transient response time
- · Greater levels of low speed torque
- · Higher levels of power bulge

Additional Features

 Glow plugs; gear-driven auxiliary drive; optional 500-hour oil change; self adjusting ploy-vee fan drive



John Deere Power Systems 3801 W. Ridgeway Áve. PO Box 5100 Waterloo, IA 50704-5100 Phone (800) 533-6446 Fax (319) 292-5075

John Deere Power Systems Usine de Saran B.P. 11013 F-45401 Fleury les Aubrais Cedex France Phone (33) 2 38 82 61 19 Fax (33) 2 38 82 60 00



PLOWHEAD CD SERIES

First Stage:

30" - 60" Helical Ribbon Auger 11 Steel Serrated

Second Stage:

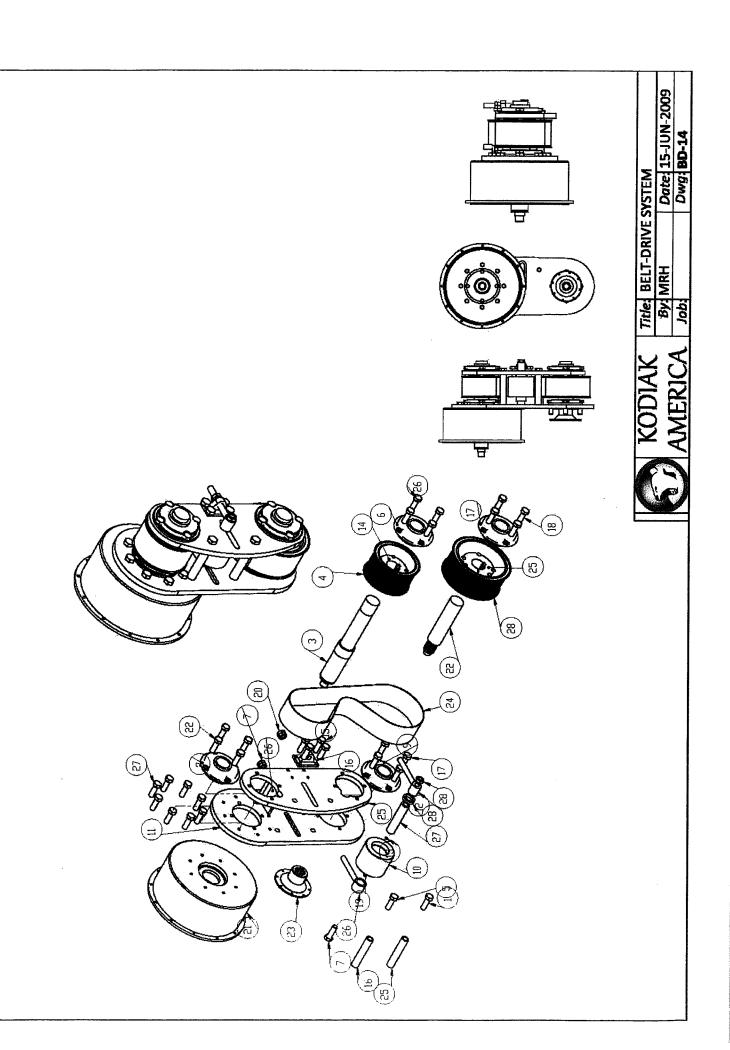
30" - 82" Impeller 18"-24" Depth 3-6 Fan blades (T1 Steel)

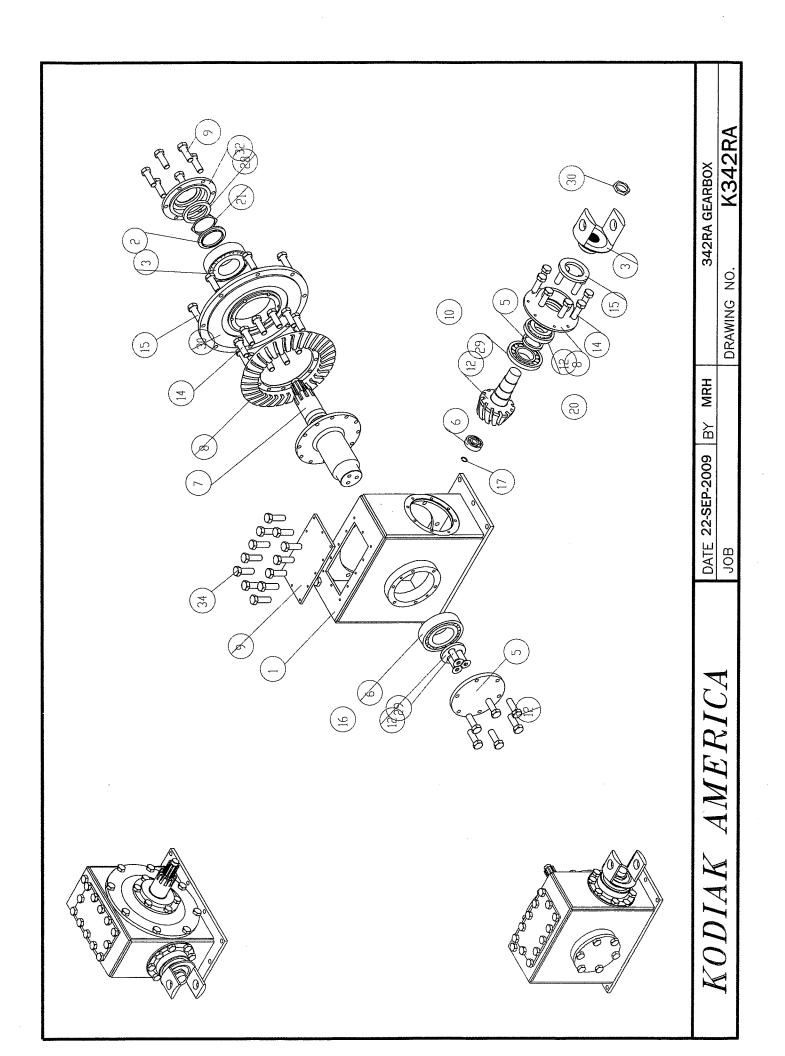
Cutting Widths Available:

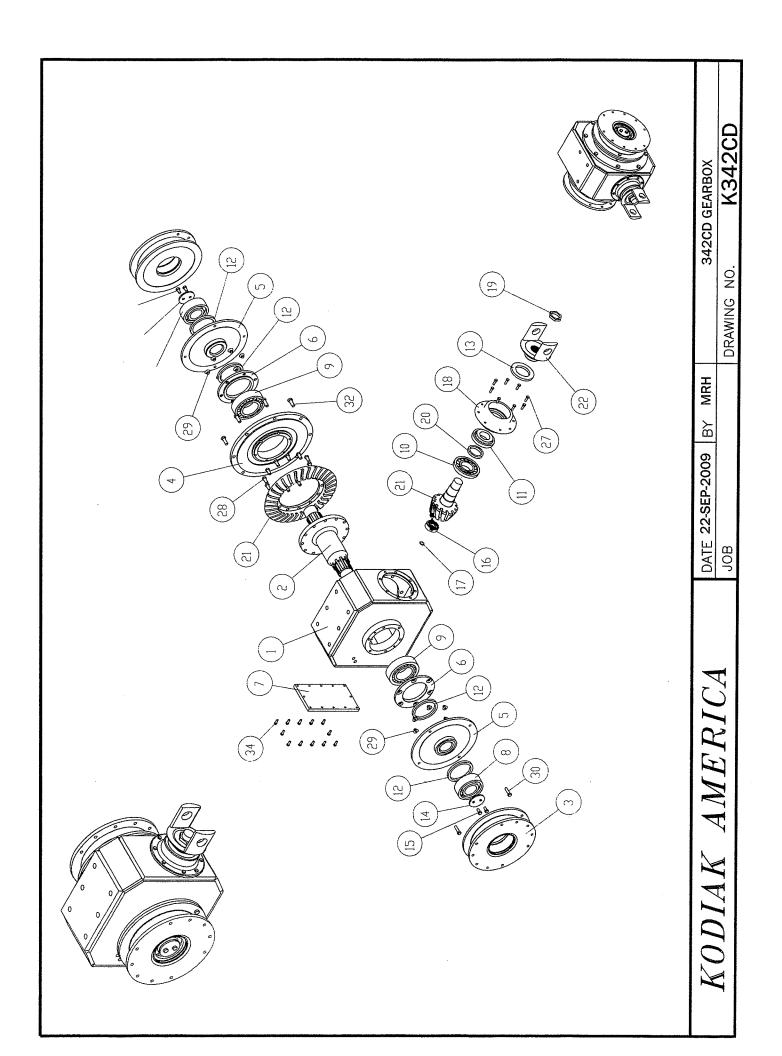
108" - 136"



K00914.OM.LM5252(20)-132FB Front Assembly.SLDDRW









Kodiak America | www.kodiakamerica.us R.P.M. Tech Inc. | www.rpmtechgroup.com



Kodiak America Loader Mounted Snow Blower References

BNSF Railway Six (6) Units 101 Railway Ave. Essex, California

Mark Sprattler 406 670-3818

British Petroleum (North Slope of Alaska)
Entire Fleet of Snow Blowers

Phil Fields 907 771-8079

Montana Dept. of Transportation Almost Entire Fleet

Tim Mahlum 406 444-6812

Rocky Mountain National Park Numerous Snow Blowers

Rudy Marquez 970 586-1277

Wyoming Department of Transportation Numerous Snow Blowers

Bernie Kushner 307 777-4061

City of Rexburg, Idaho Truck Loading Snow Blower

John Millar 208 372-2337

Delta City Airport, Utah Airport Snow Blower

Kent Clark 435 979-0206

U.S. Coast Guard, Alaska

Wendy Culbreth

wendy.j.culbreth@uscg.mil

State of Arizona
Two Units

Brent Hanson 928 714-2822

State of Alaska
Two Snow Blowers

Mike Lichtner 907 452-7251

KODIAK AMERICA

Sales: 1350 Pomerelle Avenue, Burley, Idaho 83318 USA Tel: 208-438-8248 | Fax: 208-438-8502 Email: sales@kodiakamerica.us

Parts & Service: Tel; 208-219-5064 | Pax: 208-438-8502 | After Hours: Tel; 208-219-5064 Email: parts@kodiakamerica.us

R.P.M. TECH INC.

2220 Michelin Street, Laval (Quebec) H7L 5C3 CANADA Tel: 450-687-3280 | Fax: 450-781-8811 | Toll Free: 800-631-9297

184 Route 138, Cap-Sante (Quebec) G0A 1L0 CANADA Tel: 418-285-1811 | Fax: 418-285-4289 | Toll Free: 800-463-3882 Emsil: info@rpmtechgroup.com



KODIAK AMERICA LLC

STANDARD

Warranty

KODIAK AMERICA LLC WILL WARRANT THEIR EQUIPMENT FOR ONE YEAR FROM THE DATE OF PURCHASE OR FROM THE TIME IT IS FIRST PUT INTO SERVICE. THIS WARRANTY APPLIES TO ALL PARTS AND COMPONENTS MANUFACTURED AND PURCHASED BY KODIAK AMERICA USED IN THE MANUFACTURER OF THEIR EQUIPMENT. THE WARRANTY COVERS ALL PARTS AND LABOR

Kodiak America LLC shall be responsible for all warranty claims. There will be no "Divided Responsibilities."

Point of Contact Name:

Travis Anderson 208 438-8248 Office

208 431-2768 Cellular

Email:

travis@kodiakamerica.us

1350 Pomerelle Avenue Burley, Idaho 83318 PHONE (208)438 - 8248 FAX (208)438 - 8502



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Limited Warranty

Limited Warranty: Subject to the limitations set forth herein, Kodiak America LLC warrants its products to be free from defects in material and workmanship for one year from the date of delivery of the product to its original owner or when the machine is first put into service. Parts used for warranty repairs shall be warranted to the end of the Limited Warranty period or ninety days, whichever is longer. This warranty is not transferable without the written consent of Kodiak America.

Notice: Kodiak's obligations under this Limited Warranty are conditioned on Kodiak receiving, within the warranty period, written notice from Buyer specifying the nature of any alleged defect and requesting corrective action by Seller.

Remedies: Kodiak, at its option, will repair or replace, or provide a credit to the buyer for defective warranted items. If requested by Kodiak, products or parts for which a warranty claim is made shall be returned, transportation prepaid by Kodiak to Kodiak's factory. Buyer shall not return any product for repair, replacement or credit without Kodiak's advance written consent.

Other Manufacturer's Warranty: On products furnished by Kodiak, but manufactured by any other manufacturer, the warranty of said manufacturer, if any, will be assigned to the buyer, if the said warranty is assignable. This includes any portion of said manufacturer's warranty which is longer than the Kodiak standard warranty. However, Kodiak does not represent or guarantee that the other manufacturer will comply with any of the terms of their warranty.

Exclusions: Any improper use, operation beyond capacity, or substitution of parts not approved by Kodiak, or any alteration or repair by others in such a manner as in Kodiak's judgment materially and/or adversely affects the product shall void this warranty. This warranty does not apply to defects caused by damage or unreasonable use while in the possession of the owner, including but not limited to: failure to provide reasonable and necessary maintenance, normal wear, routine tune-ups or adjustments, specifications, improper or insufficient lubrication or improper storage.

The batteries, tires, rubber materials, brushes and material normally consumed in operation, are excluded from this warranty.

Limitations of Liability: Kodiak shall not be liable for any incidental, consequential, punitive or special damages of any kind, including, but not limited to: consequential labor costs,

KODIAK AMERICA

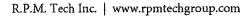
Sales: 1350 Pomerelle Avenue, Burley, Idaho 83318 USA Tel: 208-438-8248 | Fax: 208-438-8502 Email: sales@kodiakamerica.us R.P.M. TECH INC.

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Email: info@rpmtechgroup.com



Kodiak America | www.kodiakamerica.us





transportation charges, and rental cost, in connection with the repair or replacement of defective parts, or lost time or lost profits or expense which may have accrued because of said defect.

Kodiak disclaims all other warranties, whether expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. This warranty is the exclusive remedy of the buyer. This warranty cannot be extended, broadened or changed in any respect except in writing by an authorized officer of Kodiak.

Notwithstanding anything in this warranty to the contrary, in no event shall Kodiak's total liability hereunder exceed the purchased price of the particular product.

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Email: info@rpmtechgroup.com





Kodiak America Training Program

Typical training will include the following items:

Operator Training

1	A .:	1		1
1.	Operating	procedures	per	manual

- 2. Break in procedures
- 3. Equipment limitations
- 4. Operator maintenance requirements
- 5. Operation checks and lubrication
- 6. Safety
- 7. Cold weather operation
- 8. Jump starting
- 9. Welding on equipment
- 10. Towing or transporting equipment
- 11. Instruments and controls
- 12. Gauges
- 13. Equipment operation do's
- 14. Equipment operation dont's
- 15. Attachment operation
- 16. Seat time for each operator
- 17. Question and answer period

Typically the above takes 8 hours of training for the operator's.

This training always takes place on site. (owner's)

Two weeks notification is needed for class setup

Operator manuals will be given to those in attendance.

Parts manuals will need to be available.

1350 Pomerelle Ave Burley, Idaho 83318 Phone: 208-438-8248

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Mechanical Training

- 1. Machine crawl around
- 2. Electronics
- 3. Electrical system
- 4. Hydraulic and Hydrostatic system
- 5. Air system
- 6. Drive train
- 7. Engine (through dealer)
- 8. Plus One system
- 9. Typical troubleshooting procedures
- 10. Operator's procedures
- 11. Welding on unit
- 12. Jump starting
- 13. Towing and transporting
- 14. Gauges
- 15. Gearboxes
- 16. Doghouse removal
- 17. Questions and answers

This training typically takes 8 hours with a small group of mechanics and a local dealer.

Training location is typically done on site but can be held at Kodiak's main production facility.

If done at Kodiak's facility more in depth electrical and hydraulic training will be done.

When bid through a local dealer they will be on site to handle all engine training.

Phone: 208-438-8248

Fax: 208-438-8502







Website: www.kodiakamerica.us

Email: snowremoval@kodiakamerica.us

Warranty and Service Training

This training will involve going through the warranty supplied with the machine. What is included and or excluded. Also will cover proper warranty claims. If purchased through a dealer proper procedure involving them will also be discussed.

After the sale service and maintenance of machine will be discussed. Typical wear parts and or items we would recommend having on hand will be covered.

Phone: 208-438-8248

Fax: 208-438-8502

The local dealer will be introduced and how to use them.

Emergency contacts phone numbers and Kodiak employees will be given.

Parts book will need to be on hand for this training.

Any Parts Employee will need to attend.

Typically this training takes 1 hour





Website: www.kodiakamerica.us

Email: snowremoval@kodiakamerica.us

Trainers

Travis Anderson-15 years in business. VP over Warranty, Service and Training for Kodiak America. Bruce Burtenshaw-40 years in business. Previous owner of Kodiak Northwest.

Training Material

Phone: 208-438-8248

Fax: 208-438-8502

Parts and Service manuals Engine manuals Plus One System Manuals Operator's Manual