

AIRPORT SECURITY GUARD SERVICES

RFP PACKET

Thank you for your interest in the above bid packet. Please check to ensure your packet contains the following documents:

- 1. Request for RFP Ad
- 2. RFP Schedule
- 3. Instruction to proposers
- 4. Proposal Form
- 5. Tax Compliance Certificate
- 6. Non-Collusion Affidavit
- 7. DRAFT Agreement for Services

If you have any questions, please contact the Airport Manager's office at 283-8281.

REQUEST FOR PROPOSALS AIRPORT SECURITY GUARD SERVICES AT THE KENAI MUNICIPAL AIRPORT

The City of Kenai is requesting proposals from qualified entities to provide **Security Guard Services** at the Kenai Municipal Airport and other various facilities. The contract will be for a three-year term February 29, 2024, through February 28, 2027, and may be extended for two successive one-year terms by mutual consent of the City and the contractor.

Proposal packets, including the draft agreement, detailed specifications of services to be performed and a list of information that should be submitted may be picked up at the Airport Administrative Office, 305 N. Willow St., Suite 200, Kenai, Alaska or emailed by contacting 907-283-8281. A non-mandatory pre-proposal meeting and walk through will be held on January 12, 2024 at 2:00 p.m. in the Airport Administrative Office.

Proposals must be submitted before 10:00 a.m. on February 1, 2024 to the Airport Administrative Office, 305, N. Willow St. Ste. 200, Kenai, AK. In order to be considered, all proposals must be received before 10:00 a.m. on Tuesday, February 1, 2024, at which time they will be opened. Any proposals mailed must be received before the date and time scheduled for opening such proposals.

All interested parties, including Disadvantaged Business Enterprises, are encouraged to submit proposals. The City of Kenai will not exclude proposers on the grounds of race, color, creed, national origin, or sex. The City retains the right to reject any and all proposals, waive informalities in any proposal, request clarification of any proposal, consider relevant performance information, and to award the proposal in the best interest of the city. Proposals not received by the date and time due will not be considered.

Further information may be obtained by calling the Airport Administrative Office at (907) 283-8281.

Publish: Anchorage Daily News – January 1, 2024

Peninsula Clarion – December 30, 2023



AIRPORT SECURITY GUARD SERVICES RFP SCHEDULE

The City of Kenai is requesting proposals to provide AIRPORT SECURITY GUARD SERVICES at the Kenai Airport. Packets and detailed specifications may be picked up at the Airport Manager's office in the terminal building, 305 N. Willow, Suite 200, Kenai, Alaska. If you have any questions, please call 907-283-8281.

Other information

Date/ Illie	LVGIIC	Other information
December 30, 2023 January 1, 2024	Advertising	Peninsula Clarion Anchorage Daily News
January 12 2024	Non-mandatory pre-proposal meeting & tour	2:00pm
January 22 2024	Last Date for Questions. City response by Friday, January 26, 2024	5:00pm
February 1 2024	Proposal Due	Before 10:00am
February 1 2024	Proposal Evaluation & Selection	
February 21 2024	Recommendation by Resolution to City Council	
February 29 2024	New Agreement Starts	

Date/Time

Event

Phone: 907-283-8281 Fax: 907-283-3737 Email: sconley@kenai.city

SECURITY GUARD SERVICES INSTRUCTION TO PROPOSERS

1. **GENERAL**

These instructions specify the form and procedures for the submission of a complete and acceptable proposal. To obtain addenda in a timely manner, you should be on the City of Kenai's plan holder's list. Downloading project specifications and drawings from the City website or other online plans rooms does not place you on the City's plan holder's list. To be added to the plan holder's list, please contact the Airport Administration by phone (907) 283-8281 or by email at sconley@kenai.city.

Contract Name: Kenai Municipal Airport Security Guard Services Non-mandatory Pre-Proposal Meeting Date: January 12, 2024 at 2:00pm

Last Day for Questions: January 22, 2024 by 5:00pm

Proposal Due Date and Time: February 1, 2024 before 10:00am

2. OBJECTIVE

The City is seeking proposals from qualified entities to provide professional unarmed security guard services at the Airport. The City's objective is to ensure the highest quality of Security Guard and Security Supervisor personnel at the Airport in order to maintain a high standard of security services at the Airport. The Contractor shall:

- A. Provide Security Guard and Security Supervisors to control the ingress and egress of persons and vehicles through various permanent and temporary gates at the Kenai Airport; and
- B. Provide an acceptable level of Airport security guard services under a schedule set forth by the Airport Manager or designated representative.

3. SCOPE OF WORK

Subject to the terms and conditions of the Agreement, the Contractor shall provide a **minimum** of 35 hours per week.

- A. The Security Supervisor shall provide a minimum of five (5) hours of security guard service per day, seven (7) days a week, including holidays. The security services currently required are as follows:
 - i. Provide one (1) patrol service of airport property between the hours of 8pm & 12 midnight to include a walk-through of the terminal for visibility and to insure the patrol time on-site is a minimum of 30 minutes (vary the time of this patrol)
 - ii. Return to terminal after the last flight of the day to ensure all passengers are accommodated/assisted with their transportation needs. When all passengers, air carrier, rental car personnel, and bar patrons have departed, lock and secure the terminal.

- iii. Check short-term parking lot take an inventory of vehicles and note license plate number, make and model of vehicle on guard log.
- iv. Patrol airport perimeter, closing and/or reporting any open gates on the guard log.
- v. Return to terminal and inventory short-term parking lot on guard log. Place payment reminders for vehicles in 2 hr. parking and document vehicle color/ make/ model/ license plate in guard log to be turned Airport Manager's office. If the parking lot is empty, note that on guard log.
- vi. Monday through Friday, at 3:30 am., sweep terminal for unauthorized activity or personnel, unlock terminal and provide security for arriving employees and passengers. Time is subject to change on weekends based on flight operations.
- vii. Provide information and assistance to employees and traveling public as appropriate.

The Airport Manager may adjust the time schedule of security or require additional security guard service. The Contractor should expect some variance in patrol requirements due to seasonal variations of air carrier schedules and holidays.

- B. The Contractor shall identify a single point of contact and an alternate point of contact through which all information concerning security service is channeled to and communicated to the Airport Manager.
- C. Provide a 24-hour contact phone number and an email address.
- D. The Contractor shall ensure that all Security Guards and/or Security Supervisors are familiar with Kenai Municipal Code (KMC) Airport Regulations and Airport rules and procedures before they are allowed to staff a shift at the Airport. If the City, Airport Manager or FAA mandates any significant changes in rules, regulations and procedures, the Airport will provide the Contractor and its' employees with educational updates.
- E. The Contractor shall ensure that Security Guards and/or Security Supervisors submit a written shift report in a form acceptable to the Airport Manager for every shift worked at the end of each shift to the Airport Manager's office. The written report should be left at the Administrative Office each day at shift's end.
- F. The Contractor agrees to be readily available to address complaints about Contractor's personnel or concerns of the Airport Manager regarding the services provided in the Agreement in an appropriate and expedient manner. Security Guards and Supervisors working at the airport will be required to deal with tenants and the traveling public in a professional and courteous manner.
- G. The Contractor's vehicles shall be marked with the Contractor's name on both sides of the vehicles.

- H. The Contractor shall provide complete uniforms that its employees must wear while providing services under the Agreement.
- I. The Airport Manager retains the right to conduct periodic testing or observation of personnel to ensure conduct is professional and training requirements are met.
- J. All Airport assigned Security Guards and/or Security Supervisors must meet or satisfy the following minimum requirements:
 - 1. Be properly licensed under guidelines set forth by the State of Alaska and carry such license at all times while providing service under the Agreement;
 - 2. Possess good communication skills, in English, both written and oral;
 - 3. Possess a high school diploma or equivalent;
 - 4. Be 18 years of age or older;
 - 5. Be a United States citizen;
 - 6. Pass an NCIC FBI background check.
 - 7. Be properly uniformed, badged, and equipped while providing services; and
 - 8. Pass an initial chemical test and analysis for the illegal use or abuse of drugs, alcohol, contraband substances and marijuana.

Documentation of compliance with the above minimum requirements for each Airport assigned Security Guard and Security Supervisor must be included in the personnel records of each employee and are to be kept and maintained on file at the Contractor's office.

4. PROPOSER QUALIFICATIONS

All Proposers must prepare a Statement of Qualifications that describes, in detail, the organization of the Proposer's firm or business and pertinent security guard services experience (see Section 3, entitled "Scope of Work"). Each Proposer shall submit a listing of clients for which the Proposer provides comparable services. The listing shall provide names, contact people, addresses, and telephone numbers of those clients. Proposers must also address the following in its Statement of Qualifications:

- 1. Documentation of knowledge and capabilities in regard to Airport security guard services.
- 2. Resumes of key personnel and relevant experience.
- 3. Knowledge of airport security practices and regulations, including experience working on an airport.
- 4. Any additional information the Proposer believes is relevant in assessing the qualifications, experience, and ability of the Proposer.

A Proposer's representations concerning their qualifications will be construed as a covenant under the Agreement. Should it appear that the Proposer has made a material misrepresentation, the City shall have the right to terminate the Agreement for the Contractor's breach, and the City may then pursue such remedies as provided in the Agreement documents or as provided by state statute, City code, or as appropriate.

Any final determination that a Proposer is non-responsible will be made by the City Manager. Such determination will be made in writing to the Proposer setting forth the reasons for such determination.

5. CONDITIONS AFFECTING THE WORK

The Proposer shall examine carefully the site(s) of the proposed work and the proposal documents before submitting a proposal. The submission of a proposal shall be an admission that the Proposer 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 proposal documents.

The City assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this Agreement, unless such understanding or representations are expressly stated in the proposal documents or Addenda.

The Proposer shall include in their proposal, sufficient sums to cover all items required by the Agreement and the conditions of the site(s), and shall rely entirely upon their own examination in making their proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.

If information or documentation required for submitting an accurate and complete proposal is absent from these documents, the Proposer is required to notify Airport Administration by facsimile (907) 283-3737, or by e-mail to sconley@kenai.city.

6. LICENSING

Alaska State Statutes requires that all businesses wishing to engage in business in Alaska obtain license(s). All Proposers are required to furnish with their proposal, the applicable, current licenses required to perform the work. Applicable licenses may include the following: Contractor's License, Specialty Contractor License, and Alaska Business License. Failure to submit license(s) with the proposal may result in rejection of the Contractor's proposal.

7. TAX COMPLIANCE CERTIFICATE

No agreement will be awarded to any individual or entity that is in violation of the tax laws of the City of Kenai or the Kenai Peninsula Borough unless the violation is cured within ten business days of notice. The Tax Compliance Certificate must be signed by the Proposer only and submitted with the proposal. The City will obtain verification of tax compliance from the Kenai Peninsula Borough for the successful proposer. Proposals submitted without a completed Tax Compliance Certificate may be considered non-responsive.

8. INTERPRETATION OR CORRECTIONS OF PROPOSAL DOCUMENTS

Proposers shall notify the Airport Administration promptly of any error, omission, or inconsistency that may be discovered during examination of the proposal documents and the proposed work site(s). Requests from Proposers for interpretation or clarification of the proposal documents shall be made in writing to Airport Administration and shall arrive no later than the time and date specified in Section 1 of these Instructions to Proposers. Questions may be faxed to (907) 283-3737 or emailed to sconley@kenai.city. The subject line of the email or fax must include the name of the project.

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

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

9. PREPARATION AND SUBMISSION OF PROPOSALS

- Proposals must be received at the Airport Administrative Office prior to the time and date specified in Section 1 of these Instructions to Proposers.
- Proposals must be submitted on the Proposal Form furnished and should be sealed in a separate envelope clearly marked with the proposer's and RFP name. Proposals must be completed in ink or by typewriter, and must be manually signed by an authorized person. If erasures or other changes appear on the forms, the person signing the proposal must initial each erasure or change in ink.
- Proposals shall specify a unit or lump sum price, typed or written in ink in figures. In case of error in the extension of prices, the unit price will govern. Proposals may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate proposals not called for, qualified proposal, or irregularities of any kind.
- It is expressly agreed that the quantities shown in the Proposal Form, whether for a "Unit Price Proposal" or in connection with a "Lump Sum Proposal" on the Proposal Form are approximate only for use as a basis for comparison of proposals and are not to be taken to be either representations or warranties. The City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.
- The Proposal Form invites proposals on definite plans and specifications. Only the amounts and information asked for on the Proposal Form will be considered as the

proposal. Each Proposer shall propose upon the work exactly as specified and as requested on the Proposal Form, and Proposers shall propose upon all alternates as indicated.

- One (1) complete proposal package shall be completely sealed in an envelope clearly marked with the Proposer's company name, and the "Project Name" and "Proposal Due Date" specified in Section 1 of these Instructions to Proposers. A complete proposal package shall include the following documents:
 - Statement of Qualification
 - o Proposal Form (sealed in separate envelope)
 - Tax Compliance Certificate
 - o Applicable Licenses
 - Non-Collusion Affidavit
- Proposals received without all the required documents may be considered non-responsive.
- Proposals received after the proposal due date and time will be considered non-responsive and will not be accepted.
- No responsibility shall be attached to the City for the premature opening of, or the failure to open a proposal not properly addressed and identified.
- Please note that overnight delivery from the Lower 48 States is generally not available. Prospective Proposers should anticipate a minimum of two to three days delivery time for express, priority or expedited delivery services.

10. MODIFICATION OF PROPOSALS

Proposal modifications will be accepted by the City at <u>sconley@kenai.city</u> and binding upon the Proposer where the modification:

- is received at the Airport Administrative Office prior to the time and date specified in Section 1 of these Instructions to Proposers.
- is signed by the same individual who signed the original proposal.

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

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

It is the Proposer's responsibility to confirm the City's receipt of any proposal modification.

11. WITHDRAWAL OF PROPOSAL

At any time prior to scheduled closing time for receipt of proposals, any Proposer may withdraw their proposal, either personally or by written request.

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

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

12. ACCEPTANCE – REJECTION OF PROPOSAL

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

13. EXECUTION OF AGREEMENTS

The successful Proposer shall be required to execute an Agreement for the work within (7) days after receiving the Notice of Award and Agreement documents from City; if Contractor does not return executed copies within this time, then, at the option of City, the proposal may be rejected.

14. AWARD OF AGREEMENT

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

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

On all proposals, Notice of Award or rejection will be given within forty-five (45) days of proposal opening. The notice will be in writing and signed by the Airport Manager. A Notice of Intent to Award, and no other act of the City of Kenai or its representatives, constitutes an acceptance of a proposal. The acceptance of a proposal shall bind the successful Proposer to execute the Agreement.

15. APPEAL PROCEDURE

KMC 7.15.120 Appeal procedures.

- (a) Any party submitting a proposal for a contract with the City and who believes that they are adversely affected by the City's relevant ordinances, regulations, procurement process, or by any acts of the City in connection with the award of a City contract, may file a protest appeal with the City Clerk. All protest appeals must be to the City within five (5) calendar days of the issuance of the City's notice of its intent to award the contract. The appeal must be hand delivered, delivered by mail, or by facsimile and must comply with all requirements of this section. If the fifth day is a City-recognized holiday or a weekend, the deadline for appeal shall be the next work day. It is up to the protester to choose a method of delivery to assure timely receipt by the City.
- (b) Rejection of Appeal. The Clerk shall reject an untimely or incomplete appeal. Such rejection shall be final and may be appealed to the Superior Court pursuant to the Court Rules of Appellate Procedure.
- (c) The protest appeal must be in writing and shall include the following information:
- (1) The name, address, e-mail, and telephone (and facsimile if available) numbers of the protester;
- (2) The signature of the protester or the protester's representative;
- (3) Identification of the contracting agency and the solicitation or contract at issue;
- (4) A statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- (5) The form of relief requested.
- (d) Stay of Award. If a timely and complete protest appeal is filed, the award of the contract shall be stayed until all administrative remedies have been exhausted, unless the City Manager

determines in writing that award of the contract pending resolution of the appeal is in the best interests of the City.

- (e) Notice and Response. Notice of the stay and protest appeal shall be delivered to any party who may be adversely affected by the City Manager's decision by facsimile, first class mail or in person within three (3) business days of receipt of a properly filed appeal.
- (f) City Manager Decision. The City Manager shall issue a written decision to the appellant within ten (10) business days of the date the appeal is filed. If multiple appeals have been filed, they may be consolidated for purposes of the decision. Copies of the appeal and decision shall be provided to any interested party requesting one. The decision may include any lawful action, including without limitation an amendment of all or any part of the recommended award. For good cause shown, the City Manager may extend the date for the decision for such additional period as may be necessary.
- (g) If the City Manager sustains a protest in whole or in part, the City Manager shall implement an appropriate remedy. In determining an appropriate remedy, the City Manager shall consider the circumstances surrounding the solicitation or procurement including the seriousness of the procurement deficiencies, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent the procurement has been accomplished, costs to the agency and other impacts on the agency of a proposed remedy, and the urgency of the procurement to the welfare of the City.
- (h) Notwithstanding subsections (a) and (b) immediately above, if the City Manager sustains a proposal protest appeal in whole or part, the protester's damages shall not exceed the reasonable proposal preparation costs.
- (i) Appeal to Superior Court. Appeals may be taken from the written decision of the City Manager within thirty (30) days of the date of the decision pursuant to Part VI of the Alaska Rules of Appellate Procedure.

(Ord. 2852-2015)

16. COMPLIANCE OR ACCEPTED ALTERNATES TO SPECIFICATIONS

Proposer hereby agrees that the material offered will meet all the requirements of the specifications in this solicitation unless alternates have been deemed acceptable by the City. Manufacturer's names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Alternates will be approved via addenda, and only via addenda. Request for alternates must be submitted no later than the Last Day for Questions in the Advertisement for Proposals. An alternate must be requested via email sent to the addresses in section 1 with an explanation giving in detail the extent of the alternate, the reason for which it is requested, and why the City should approve the alternate. Provide as much detail as possible. If multiple models or options are provided with your submittal data clearly indicate which you are requesting. The City of Kenai will be the sole judge of whether an alternative is acceptable to the items specified.

17. AWARD PROCEDURES

The award of this contract will be based on certain objective and subjective considerations listed below:

1. Responsiveness to Request for Proposal – Adequacy, completeness, and quality of response to the RFP.

Maximum points available are 33

2. Proposer's experience & capability - As outlined in the Statement of Qualifications.

Maximum points available are 33

3. Contract Cost – Standard Guard price per hour

Lowest Price x 34 = Proposal Price

Maximum points available are 34

Total points available are 100

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. The committee will evaluate all responsive proposals based upon the information and references contained in the proposals submitted. The committee will score and rank all responsive proposals.

SECURITY SERVICES RFP EVALUATION FORM

Proposer _____

Responsiveness to Request for Proposal – Understanding the scope of services to be provided, completeness and compliance with all other requirements including instructions, provisions, terms and conditions of this solicitation. Possible 33 Points Proposer's experience, capability & references – Experience, qualifications, and past performance of the proposer including their ability to meet requirements of the RFP which includes previous/current contracts of similar size, duties, and scope, background in airport security, Stability of Proposer to include local/national, length of time in security business; Abilities, qualifications and experience of persons assigned to the performance of the contract; Methods of training, employment screening, and security guard qualification requirements Possible 33 Points Standard Guard Price Per Hour - The lowest offered price per hour will receive 34 points. Total Score	Criteria	Score	Justification
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price per hour will receive 34	
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Total Score	
Selection Committee Member:	
Date:	

PROPOSAL FORM SECURITY GUARD SERVICES KENAI MUNICIPAL AIRPORT

TO:

3.

Kenai Municipal Airport

	305 N. Willow St. Ste.200
	Kenai, AK 99611
FROM:	
Proposer'	s Name (legal name and any d/b/a)
Proposer'	s Contact Person
Address	
Telephon	e Cell
Telephon	e Cen
Facsimile	Email
	Documents to Submit with This Proposal
1.	This (completed) Proposal Form
2.	Copy of State of Alaska business License

Four client/business references with telephone number.

I have examined the Proposal Documents and the facilities, and submit the following Proposal:

- 1. Proposer agrees to hold its proposal open Forty-Five (45) consecutive calendar days.
- 2. Proposer agrees to accept the provisions of the Information to Proposers.
- 3. Proposer agrees to enter into a contract, if awarded, on the basis of this Proposal.
- 4. Proposer agrees to furnish all services and work in accordance with the Proposal Documents.

PROPOSED COST TO THE CITY FOR SECURITY GUARD SERVICES FOR THE KENAI MUNICIPAL AIRPORT

Per <u>HOUR</u>	\$
-	
	(Write out the dollar amount you filled in above)
Signature:	Date:

Addenda Acknowledgement

Proposer hereby certifies that it has received the Proposal Documents for Securi	ty Guard
Services for the Kenai Municipal Airport Facilities and Addenda No(s).	and has
included their provisions in this proposal.	

Tax Compliance Certification Kenai Peninsula Borough Finance Department

144 N. Binkley Street

Phone: (907) 714-2197

Soldofna, Alaska 99669-/599 www.kpb.us		or: (907) 714-217 Fax: (907) 714-237	
1.) Fill in all information requested.	2.) Sign and date. 3.) Submit v	vith solicitation, or oth	er. For Official Use Only
Reason for Certificate:		For Department	:
☐ Solicitation ☐ Other:		Dept. Contact:	
Business Name:			·
Business Type:	☐ Individual ☐ Corpora	ition 🗌 Partnershi	o Other:
Owner Name(s):			
Business Mailing Address:			
Business Telephone:		Business Fax:	
Email:			
Peninsula Borough? (If yes, please Yes No Kenai Peninsu contracting to do business with th	supply the following account la Borough Code of Ordinan le Kenai Peninsula Borough b	numbers and sign be aces, Chapter 5.28.14 be in compliance with	r personal property within the Kenai elow. If no, please sign below.) 0, requires that businesses/individuals a Borough tax provisions. No contract Borough Code of Ordinances in the
REAL/PERSONAL/BUSINESS PROF	PERTY ACCOUNTS	TAX ACCOUNTS	S/STATUS (TO BE COMPLETED BY KPB)
ACCT. NO.	ACCT. NAME	YEAR LAST PAID	BALANCE DUE
			In Compliance Notice Compliance
KPB Finance Department (signature	required)	Date	In Compliance
SALES TAX ACCOU	NTS	TAX ACCOUNTS	/STATUS (TO BE COMPLETED BY KPB)
	ACCT. NAME	FILED THRU	M/F's BALANCE DUE
			In Compliance 🔲 Not in Compliance
KPB Sales Tax Division (signature rec	- ηuired)	Date	
CERTIFICATION: I,(Name o	the		, hereby certify that, to the
(Name o best of my knowledge, the above i		(Title) (Date)	

Signature of Applicant (Required)

NON - COLLUSION AFFIDAVIT

(To be executed and submitted with Proposal) I, _____of _____,
Firm Name being duly sworn, do depose and state: I, or the firm, association, or corporation of which I am a member, who propose on the Contract to be executed by the City of Kenai, for the construction of that certain construction project designated as: KENAI MUNICIPAL AIRPORT SECURITY GUARD SERVICES located at Kenai, Alaska in the State of Alaska, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such Contract. Signature Name Title Date **ACKNOWLEDGMENT** STATE OF ALASKA)ss THIRD JUDICIAL DISTRICT The foregoing instrument was acknowledged before me this ___ day of _____, 20__,

Non-Collusion Affidavit Page | 1

NOTARY PUBLIC for State of Alaska

My Commission Expires:

AGREEMENT FOR AIRPORT SECURITY GUARD SERVICES

THIS AGREEMENT is made this ___ day of _____ 2024, by and between the CITY OF KENAI (Owner or City), 210 Fidalgo Avenue, Kenai, AK 99611-7794, and xxxxx (Contractor), ADDRESS XXXX.

WHEREAS, Owner desires to contract for security guard services for the Kenai Municipal Airport (Facilities); and,

WHEREAS, Owner and Contractor agree to the terms and conditions under which Contractor shall provide such services and both Owner and Contractor desire to contract for the provision of such services by Contractor.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. **Term.** The term of this Agreement shall begin on February 29, 2024, and end on February 28, 2027.
- 2. **Extension.** This Agreement may be extended for two successive one-year terms by mutual written consent of Owner and Contractor.
 - 3. Facility and Services.
- A. Contractor shall provide the services described in Sections 2 and 3 included in the Instruction to Proposers attached hereto as Exhibit A and incorporated herein by reference. Contractor shall provide and perform for Owner the services described in this Agreement seven days per week.
 - 4. **Payment.** In exchange for performance of security guard services provided

hereunder, Owner shall pay Contractor for services rendered at the rate of **\$XX** per hour.

Owner guarantees a minimum payment of that rate for 35 hours per week, provided

Contractor actually provides those services. Contractor is expected to perform all security services as set forth above in those 35 hours per week. If Owner adds patrolled service areas,

Owner shall authorize an adjustment in the number of hours in writing, subject to the minimum guarantee.

Invoices for services performed by Contractor must be received by Owner no later than five working days following the end of the month during which Contractor performed the services. Invoices must be sent to: Airport Administrative Office, 305 N. Willow St. Ste. 200, Kenai, AK 99611. Payment will be due from Owner to Contractor within thirty days after Contractor has submitted Contractor's invoice for services to Owner.

5. Administrator; Designated Representative. The Airport Manager will act as Contract Administrator (Administrator) to act on the City's behalf. Contractor is responsible for prompt attention to any defective work pointed out by the Administrator. At the request of the Administrator, Contractor shall meet with the Administrator at least twice each calendar month to conduct an inspection of the Facility and to discuss performance.

Contractor must supply Owner with the contact name and telephone number of Contractor's designated representative in writing on or before February 29, 2024. Contractor is responsible for the performance of the services required under this Agreement, and for the direct supervision of Contractor's personnel, through its designated representative. Such representative shall, in turn, be available at all reasonable times to report and confer with the Owner with respect to the services. Contractor must provide Owner with a telephone and/or

an answering service number through which Owner can contact the designated representative 24 hours per day. Should the designated representative be away from the City of Kenai or be otherwise unable to respond to Owner, Contractor shall designate a new or temporary representative who shall be empowered to act for Contractor and provide Owner with this contact information.

- 6. Independent Contractor; No Agency. Contractor's relationship with Owner is that of an independent contractor with the authority to control and direct the performance of details of the services that are the subject of this Agreement. Nothing contained in this Agreement may be construed to create an agency, partnership, joint venture, or employeemployer relationship between Owner and Contractor. Contractor is not the agent of Owner and Contractor is not authorized to make any representation, contract, or commitment on behalf of Owner.
 - 7. Contractor's Personnel Payment and Supervision.
- A. All personnel furnished by Contractor must be employees of Contractor.

 Contractor must pay all taxes, salaries, and expenses of each employee, including but not limited to payment of all federal social security taxes, federal and state unemployment taxes, and any payroll taxes relating to such employees.
- B. The manner in which the services contracted for hereunder are to be performed are determined by the Contractor. Contractor agrees that the services provided under this Agreement must only be performed by qualified, careful, and efficient employees in strict conformity with the best practices and highest applicable standards.
- C. It is the Contractor's duty to train its employees in order to provide the

services required. Contractor will furnish the Administrator a list of the names, addresses and telephone numbers of Contractor's employees working under this Agreement and shall provide Owner with updates of this list as information changes.

D. Owner may require removal from the Facility those employees of Contractor whose presence is deemed incompetent, insubordinate or otherwise objectionable, or whose continued employment and presence at the Facility is contrary to the public interest or inconsistent with the best interest of Owner.

8. Insurance.

- A. Throughout the term of this Agreement Contractor shall, at its own expense, secure and keep in force insurance as stated below.
- i. Comprehensive general liability insurance, including premises, all operations, property damage, personal injury and death, broad-form contractual coverage with a per occurrence limit of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit.
- ii. Worker's Compensation insurance with coverage for all employees engaged in work under this Agreement as required by AS 23.30.045.
- iii. Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits not less than \$250,000 combined single limit per occurrence.

Where specific limits are stated, the limits are the minimum acceptable limits. If Contractor's insurance policy contains higher limits, Owner is entitled to coverage to the extent of the higher limits.

- B. All insurance required by this paragraph 8 shall meet the following requirements:
 - i. for comprehensive general liability and automobile liability insurance, name the City of Kenai as an additional insured; and,

- ii. for worker's compensation insurance, general liability and automobile liability insurance include a waiver of subrogation so that the insurer waives all rights of subrogation against the City of Kenai for payments made under the policy; and,
- iii. provide Owner with at least 30 days' notice before any termination, cancellation, or material change in insurance coverage is effective; and,
- iv. be issued by a company/corporation currently rated "A-"or better by A.M. Best.
- C. Contractor must submit to Owner proof of insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf. The effective date of the insurance will be no later than the effective date of this Agreement.
- D. The indemnification and insurance coverage requirements stated in this paragraph 8 and in paragraph 9, below, do not relieve Contractor of any other obligation under this Agreement.
- E. Owner may increase the amount or revise the type of required insurance on written demand without requiring amendments to this Agreement. Owner will base any increase or revision on reasonable and justifiable grounds. Within two weeks of the written demand, Contractor shall submit to Owner evidence of insurance coverage that meets the requirements of Owner.
- **9. Indemnification.** The contractor shall indemnify, defend, and hold harmless the contracting agency from and against any claim of, or liability for, negligent acts, errors, and omissions of the Contractor under this agreement. The contractor is not required to indemnify, defend, or hold harmless the contracting agency for a claim of, or liability for, the

independent negligent acts, errors, and omissions of the contracting agency. If there is a claim of, or liability for, a joint negligent act, error, or omission of the contractor and the contracting agency, the indemnification, defense, and hold harmless obligations of this provision shall be apportioned on a comparative fault basis. In this provision, "consultant" and "contracting agency" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor, or in approving or accepting the contractor's work.

Following are definitions for terms in the above clause:

- (1) "contractor" means a person who contracts with a public agency to provide professional services;
- (2) "professional services" means professional, technical, or consultant's services that are predominantly intellectual in character, result in the production of a report or the completion of a task, and include analysis, evaluation, prediction, planning, or recommendation;
- (3) "public agency" means a department, institution, board, commission, division, authority, public corporation, committee, school district, political subdivision, or other administrative unit of a municipality, of a political subdivision, or of the executive or legislative branch of state government, including the University of Alaska, the Alaska Aerospace Development Corporation, the Alaska Housing Finance Corporation, the Alaska Industrial Development and Export Authority, the Alaska Energy Authority, the Alaska Railroad Corporation, and a regional educational attendance area.

10. Complaints; Charges. If the Administrator provides complaints regarding security guard services to Contractor's designated representative, Contractor shall act on the complaint within twenty-four hours, or if urgent, on the same day the complaint is delivered to Contractor. If the deficiencies are not corrected in the Agreement for Services allotted time, Owner will arrange to have the work done and all charges will be deducted from Contractor's monthly payment.

11. Termination.

A. <u>Termination for Cause.</u> The obligation to provide further services under this Agreement may be terminated for cause by either party upon fifteen days' written notice in the event of substantial failure by the other party to perform in accordance with the term thereof through no fault of the terminating party. The nonperforming party shall be given a fifteen calendar day cure period to show progress (satisfactory to the terminating party) after the written notice of intent to terminate.

In the event of any termination, Contractor will be paid for all services properly rendered up to the date of termination. Upon any termination, Contractor must promptly discontinue all services affected (unless a termination notice from Owner directs otherwise). In the event of termination for cause by Owner, Owner has the right of set-off from any payment due Contractor, of all expenses, costs, and damages, including professional and legal expenses necessary to provide the services.

B. <u>Termination Without Cause.</u> Owner retains the exclusive right to cancel, stop, or re-schedule any or all services associated with this Agreement upon thirty (30) days' written notice to Contractor. Owner reserves the right to terminate this Agreement for

reasons of convenience or if the services are no longer needed with the same termination conditions stated in subsection (A) immediately above except the fifteen (15) day cure period stated above.

Contractor may terminate this Agreement at any time upon thirty (30) days' written notice to Owner. Termination of this Agreement by Contractor without cause shall cause Contractor to be liable to Owner for any increased costs of procuring replacement services as well as for any other damages provided by law.

- any of its obligations under this Agreement and an action is brought for the enforcement thereof, the defaulting party must pay the other all the costs and expenses incurred therefore, including actual, reasonable attorney's fees. No right or remedy herein conferred upon or reserved to Owner is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.
- 13. Licensing. Contractor must obtain and maintain all necessary licenses and permits, pay all taxes lawfully imposed on its business, and pay any other fee or charge assessed under any applicable public statute, regulation, or ordinance. Said licensing includes, but is not limited to, obtaining state and borough business licenses and tax certificates, and, where applicable to Contractor, paying all taxes and filing all documents necessary to maintain Contractor's status as a corporate entity in good standing in the State of Alaska.
 - **14. Visitors.** Contractor may not permit there to be children, friends, or other

unauthorized persons at the Facility while the services are being performed by Contractor.

- 15. Assignment and Subcontract. Contractor may not assign or transfer this Agreement without the prior written approval of the Owner. Further, Contractor may not subcontract and/or transfer any part of the services or work to be performed without prior written approval of the Owner. Any such assignment or transfer or subcontracting of services without the consent of Owner constitutes default on the part of Contractor.
- 16. No Discrimination. The Contractor will undertake a nondiscrimination program required by 14 CFR, Part 152, Subpart E, to insure that no person will be excluded from participating in any employment activity covered by 14 CFR, Part 152, Subpart E, on the grounds of race, creed, color, national origin, or sex. The Contractor may not exclude any person on these grounds from participating in or receiving the services or benefits of any program or activity covered by the Subpart. The Contractor further understands that it will require its covered sub organizations to provide assurances to the City that they will also undertake nondiscrimination programs and require assurances from their sub organizations, as required by 14 CFR, Part 152, Subpart E.

CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- 1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein Incorporated by reference and made a part of this contract.
- <u>2. Nondiscrimination:</u> The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national

origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub-contractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- <u>5. Sanctions for Noncompliance:</u> In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a sub-contractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the

interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Kenai Municipal Airport pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Kenai Municipal Airport will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Kenai Municipal Airport will there upon revert to and vest in and become the absolute property of Kenai Municipal Airport and its assigns.
- (*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC §2000d *et seq.*, 78 stat.252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and concessionaires, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§12131 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP

- persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq*).

A. <u>Affirmative Action:</u> The Contractor will undertake any affirmative action program required by 14 CFR, Part 152 (Airport Aid Program), subpart E (Nondiscrimination in Airport Aid Program), and the American Disabilities Act of 1990 to ensure that no person shall, on the grounds of race, creed, color, national origin, age, sex, handicap, marital status, change in marital status, pregnancy, or parenthood be excluded from participating in any employment, contracting, or leasing activities covered by 14 CFR Part 152, subpart E or the American Disabilities Act of 1990. Contractor assures that no person shall be excluded on these grounds, from participating in or receiving the services or benefits of any program or activity covered by said subpart or act. Contractor assures that I will require its covered organizations provide assurances to state that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 CFR Part 152, subpart E or the American Disabilities Act of 1990, to the same effect.

Contract shall comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, subpart E, the American Disabilities Act of 1990, a part of the affirmative action program, and by any federal, state, or local agency or court, including those resulting from a conciliation agreement, consent decree, court order, or similar mechanism. Contractor shall use state or local affirmative actions plans in lieu of any affirmative action plan or steps required by 14 CFR 152.409. Contractor shall obtain a

similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 CFR Part 152, subpart E. Copies of CFR Part 152, subpart E, and the American Disabilities Act of 1990 are available from the City.

- **17. Assumption of Risk.** Contractor must provide all proper safeguards and assume all risks incurred in performing its services hereunder.
- 18. No Waiver. If Owner does not insist in any one or more instances on the strict performance by Contractor of any provision or article under this Agreement, it is not a waiver or relinquishment for the future, but the provision or article will continue in full force. An Owner waiver of any provision or article in this Agreement cannot be enforced nor relied on unless the waiver is in writing and signed on behalf of Owner.
- 19. Integration and Modification. This Agreement contains the entire agreement of the parties. All negotiations, statements, representations, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this Agreement or the performance of either party hereto, are merged and integrated into the terms of this Agreement. This Agreement may not be modified or amended except by a writing signed by both parties hereto.
- 20. Applicable Law/Venue. In any dispute between the parties, the laws of the State of Alaska will govern. If any such dispute results in a lawsuit, the parties may only bring the lawsuit before the courts of the State of Alaska in the Third Judicial District at Kenai.

- 21. Rules of Interpretation. Headings of paragraphs herein are solely for convenience of reference and shall not affect meaning, construction, or effect of this Agreement. Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa. Unless the context otherwise indicates, the use of the neuter, masculine, or feminine gender shall include the others as well.
- **22. Notices.** Any and all notices required or permitted under this Agreement, unless specified otherwise, shall be in writing and hand-delivered or mailed by certified mail, return receipt requested, to the following addresses:

Owner:	Kenai Municipal Airport
	305 N. Willow St. Ste. 200
	Kenai, AK 99611

Contractor:	

Either party may change its address for notice by giving notice as provided herein to the other party. Notice is effective upon hand delivery or deposit, postage prepaid, in the United States mail.

- 23. Authority. By signing this Agreement Contractor represents that it has read this Agreement and it agrees to be bound by the terms and conditions herein and that the person signing this Agreement is duly authorized by the organization to bind the organization hereunder.
- **24. Effective Date.** This Agreement is not effective until signed by the City Manager of City of Kenai and the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement for Services the day and year set forth below.

CITY	\mathbf{OF}	KENA	١

By:		
•	Terry Eubank	
	City Manager	
XXX	XXXXXXXXX	
By:		
•	XXXXXXX	
	Owner	

STATE OF ALASKA)	
THIRD JUDICIAL DISTRIC)ss CT)	
	ank, City Mana	owledged before me this day of ger of the City of Kenai, an Alaska municipal
		Notary Public for Alaska My Commission Expires:
CORPORATION CONTR STATE OF ALASKA	ACTOR NOT))ss	'ARY:
THIRD JUDICIAL DISTRIC		
		owledged before me this day of, oration, on behalf of the corporation.
		Notary Public for Alaska My Commission Expires:
Approved as to form:		
Scott Bloom City Attorney	_	