

CITY OF KENAI

REQUEST FOR PROPOSALS (RFP)

FOR A RESIDENT (ON-SITE) MAINTENANCE MANAGER
AT
VINTAGE POINTE, CONGREGATE HOUSING

ISSUED

September 8, 2021

PRE-PROPOSAL MEETING

10:00 AM, Friday, September 17, 2021

PROPOSAL DELIVERY DEADLINE

2:00 PM, Friday, September 24, 2021

Issued By:

CITY OF KENAI

C/O Congregate Housing

361 Senior Court

Kenai, AK 99611

Point of Contact:

Kathy Romain

kromain@kenai.city

907.283.8213



REQUEST FOR PROPOSALS (RFP)

Project Name: Resident (on-site) Maintenance Management Services

Proposal Documents Available: September 8, 2021

Pre-Proposal Meeting: Friday, September 17, 2021 at 10 AM at Kenai
Senior Center

Last Day for Questions: Tuesday, September 21, 2021 @ 5 PM

Proposal Due Date: Friday, September 24, 2021 at 2 PM at Kenai Senior Center

Proposers should contact the Congregate Housing Department at (907) 283-8214 to be placed on the list to receive addenda. Attendance at the Pre-Proposal meeting is not mandatory but is strongly recommended.

RFP documents can be obtained on the City of Kenai website at www.kenai.city or at the Kenai Senior Center.

Publish: Peninsula Clarion; September 10 and 14, 2021

REQUEST FOR PROPOSALS (RFP) INSTRUCTIONS

1.0 GENERAL INFORMATION

1.1 Purpose

The resident maintenance manager's basic services shall consist of maintenance, operations, and janitorial services for the Vintage Pointe Congregate Housing Facility.

1.3 Questions

Any questions regarding this proposal are to be submitted in writing to the Congregate Housing Department no later than the time and date specified in the ad or addendum. Questions may be faxed to (907) 283-3200 or emailed to kromain@kenai.city. The subject line of the fax or email should read: "Questions: MAINTENANCE MANAGER SERVICES".

Except during the pre-proposal meeting, verbal requests for information or clarification will not be accepted. All questions will be answered and distributed to all prospective proposers via addendum. To receive project addenda, you must be on the plan holders list. To be placed on the plan holders list, please contact Kayla Feltman either by phone at 283-8214 or email kfeltman@kenai.city. Downloading projects from the City web site does not automatically put you on the plan holders list.

1.4 Preparation Costs

The City shall not be responsible for proposal preparation cost, nor for cost including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest ranked proposer and/or award of contract and/or rejection of proposal. By submitting a proposal, each proposer agrees to be bound in this respect and waives all claims to such costs and fees.

1.5 Additional Services

Additional Services shall consist of providing any other services not included in the Maintenance Manager basic services and will be authorized by a change order signed by both parties and compensated at the rate listed in the Consultant's Fee Schedule for Additional Services. The fee schedule should be included with the cost proposal portion of the submitted proposal.

1.6 Timeline

Notice of Intent to Award: September 30, 2021

Council Award: October 6, 2021

Contract Execution: October __, 2021

Contract Period: October __, 2021 through June 30, 2024, with two one-year extensions by mutual consent.

These dates are approximate and subject to change.

2.0 RULES GOVERNING COMPETITION

2.1 Examination of Proposals

Proposers should carefully examine the entire Request for Proposal (RFP) and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

2.2 Proposal Acceptance Period

Proposals must be irrevocable for sixty (60) days following the submission date.

2.3 Confidentiality

The content of all proposals will be kept confidential until the selection of the Maintenance Manager is announced. At that time, the selected proposal is open for review by the competing proposers, excluding any tabulations and evaluations thereof. After the award of the Contract, all proposals, tabulations and evaluations will then become public information.

2.4 Proposal Format

Proposals are to be prepared in such a way as to provide a straight forward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on:

- (1) conformance to the RFP instructions;
- (2) responsiveness to the RFP requirements;
- (3) completeness and clarity of content.

2.5 Signature Requirements

All proposal transmittal letters and cost proposal forms must be signed. A proposal may be signed by: an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; an owner of a privately-owned vendor; or other agent if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

2.6 Proposal Submission

Three (3) copies of the proposal are to be submitted to the City of Kenai Senior Center Department at 361 Senior Court, Kenai, AK 99611, along with one (1) copy of the Cost Proposal in a separate sealed envelope. These four (4) documents shall be submitted in a sealed envelope clearly marked with the proposer's and RFP name.

2.7 Tax Compliance

Kenai City Code requires that businesses or individuals contracting to do business with the City be in compliance with the Kenai Peninsula Borough tax provisions. No contract will be awarded to any individual or business found to be in violation.

2.8 Licenses and Certifications

Proposers shall include with their proposals copies of all licenses, certificates, registrations and other credentials required for performance under the contract. Documentation must be current and must have been issued by or under authority of the State of Alaska or, if documentation is from an outside jurisdiction, such documentation must be accepted as valid by the State of Alaska for performance in Alaska. Such documentation shall include, but is not limited to, Alaska business license and applicable professional licenses, registrations and certificates.

2.9 News Releases

News releases pertaining to the award resulting from the RFP shall not be made without prior written approval of the City of Kenai's City Manager.

2.10 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the City of Kenai. One copy shall be retained for the official files of the Congregate Housing Department and will become public record after award of the Contract.

2.11 Oral Change/Interpretation

No oral change, or interpretation, of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the City.

Proposer shall acknowledge receipt of addenda in the space provided on the Proposal Form. Only a proposal acknowledging receipt of all addenda may be considered responsive, unless the addendum, in the opinion of the City Manager, would have no material effect on the terms of the proposal. The City Manager may elect to allow a proposer to acknowledge receipt of addenda after opening proposals.

2.12 Replacement of Submitted Proposals

Replacements will be accepted by the City, and binding upon the responding firm, only if it is received by the City at the place designated for submission prior to the scheduled deadline and meets all other RFP conditions.

2.13 Late Submissions

PROPOSALS NOT RECEIVED PRIOR TO THE DATE AND TIME SPECIFIED IN THE THIS RFP WILL NOT BE CONSIDERED.

2.14 Withdrawal of Proposals

At any time prior to scheduled closing time for receipt of RFP submittals, any responding firm may withdraw their submittal, either personally or by written request. However, a proposal may not be withdrawn after opening without the written consent of the City.

2.15 Acceptance - Rejection of Proposals

The City may reject any or all proposals if the City Manager determines that it is in the best interest of the City and may waive irregularities, other than the requirements for timeliness and manual signature, if the irregularities do not affect the competitive advantage of any proposer.

2.16 Choice of Law and Jurisdiction

The laws of the State of Alaska shall govern this **RFP**, and any legal action brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.

2.17 Conflicts of Interests

No member of the governing body of the City of Kenai or other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interests, direct or indirect, in any ensuing contract as a result of this Request for Proposal, without first disclosing his/her potential conflict, by submitting a letter to the Clerk's Office establishing their "intent to do business with the City". The contractor for itself and its principal employees, officers, agents, directors or shareholders covenants that neither the contractor nor any of the listed classes of individuals has nor shall acquire any interest, direct or indirect, in the project, direct or indirect, to which the contract pertains which would conflict in any manner or degree with the performance of its work hereunder. The selected proposer further covenants that in its performance of the contract no person having such interest shall be employed, without first disclosing his/her potential conflict.

3.0 SCOPE OF WORK

3.1 Availability to Vintage Pointe Residents

The maintenance manager shall reside at a Vintage Pointe Congregate Housing. The manager shall be available to the residents between the hours of 8AM and 12PM, each weekday, excepting holidays, so that residents may submit requests for maintenance, on forms provided by the maintenance manager. These forms shall be approved by the Director of the Senior Center, and a copy of all completed work order forms will be submitted to the Senior Center Director.

3.2 Work Tasks

The following regular maintenance and janitorial tasks are required to be performed by the maintenance manager. The proposer shall fill out the following maintenance schedule by identifying the frequency of tasks and including it as a component of the proposal:

Area	Task Description	Daily	Weekly	Bi-Weekly	Monthly	6 Months	As-Needed
First Floor Hallways	Visual Inspection						
	Vacuum						
	Light Bulb Replacement						
	Clean Walls						
	Touch-up paint						
	Wash Windows (interior}						
	Clean Window Sills						
	Inspect/Test Exit Lighting						
Second Floor Hallways	Visual Inspection						
	Vacuum						
	Light Bulb Replacement						
	Clean Walls						
	Touch-up paint						
	Wash Windows (interior)						
	Clean Window Sills						
	Inspect/Test Exit Lighting						
Third Floor Hallways	Visual Inspection						
	Vacuum						
	Light Bulb Replacement						
	Clean Walls						
	Touch-up paint						
	Wash Windows (interior}						
	Clean Window Sills						
	Inspect/Test Exit Lighting						
Apartments	Show to prospective tenants						
Public Restrooms (3)	Visual Inspection						
	Clean Floors						
	Clean Fixtures						
	Clean Mirrors						
	Light Bulb Replacement						
	Clean Walls						
	Replace Supplies						
	Touch-up Paint						
Area	Task Description	Daily	Weekly	Bi-Weekly	Monthly	6 Months	As-Needed

Entry Area	Visual Inspection						
	Vacuum/Clean Floors						
	Wash Windows (interior)						
	Clean Window Sills						
	Clean Walls						
	Inspect/Test Exit Lighting						
Exit/Emergency Doors	Visual Inspection						
Elevator Operation	Visual Inspection						
First Floor Common Area	Visual Inspection						
	Vacuum						
	Light Bulb Replacement						
	Clean Walls						
	Touch-up paint						
	Wash Windows (interior)						
	Empty Trash Receptacles						
	Clean Window Sills						
	Inspect/Test Exit Lighting						
Second Floor Common Areas (2)	Visual Inspection						
	Vacuum						
	Light Bulb Replacement						
	Clean Walls						
	Touch-up paint						
	Wash Windows (interior)						
	Empty Trash Receptacles						
	Replace Supplies						
	Clean Window Sills						
	Clean Kitchen Counters						
	Clean Kitchen Fixtures						
	Clean Refrigerator						
	Clean Stove/Oven						
Third Floor Common Area (2)	Visual Inspection						

	Vacuum						
	Light Bulb Replacement						
	Clean Walls						
	Touch-up paint						
	Wash Windows (interior)						
	Empty Trash Receptacles						
	Clean Window Sills						
All Exterior Sidewalks, walkways, trash area, entry/exit doors	Snow Removal						
	Sanding/Ice Removal						
	Sweep						
Mechanical-Boiler	Inspect Temperature & Pressure						
	Inspect Pumps						
	Maintain Glycol Level						
	Inspect Temperature of Domestic Water Tanks						
Mechanical-Air Compressor	Inspect Oil Level						
	Change Oil						
	Drain Condensation						
Mechanical-Air Handling Unit	Inspect Operation of Fan Motor in Air Handling Unit						
	Replace Filters						
	Re-set Controls Summer/Winter						
	Inspect Operation of Dampers						
	Lubricate Bearing Inserts						
Mechanical- Other	Inspect/Test Exit Lighting						
	Inspect All Belts						
	Inspect Mounting Bolts						
	Cleaning Cooling Fans						
Mechanical-Unit Heaters	Clean Diffusers, coil, and fan blades						

	Tighten fan bolts on fan guard & motor frames						
	Lubricate fan motors						
Cabinet Heaters	Inspect/Replace filters						
	Lubricate fan motors						
	Clean coils and fan blades						
Exterior-In Slab Heat	Turn heat on/off summer/winter Clean snow/ice sensor						
Minor Plumbing	Replace gaskets/seals in faucets						
	Replace toilet seats						
	Replace toilet wax rings						
	Clean clogged drains						
	Repair leaks						
	Replace plumbing fixtures						
Minor Sheetrock Repair	Repair sheetrock damage (1" dia)						
	Touch-up paint						
Minor Wallpaper Repair	Re-glue						
Minor Hardware Repair	Adjust/Replace drawer slides						
	Adjust/repair cabinet hinges						
	Adjust locksets						
	Oil & adjust window closers						
	Adjust or replace window blinds						
Minor Carpet Repair	Re-Glue						
Fire Extinguishers, Smoke Detectors, AED Units	Visually Inspect						
Exterior Fire Department Connection	Visually Inspect						
Fire Control Panel	Test Operation						
Fire Protection System	Drain low point drains						

Landscaping/Exterior Maintenance	Store Equipment for winter						
	Drain & store hoses						
	Discard hanging baskets						
	Inspect Outside hose bibs						
	Store portable planters						
Administrative	Prepare and submit a report of work accomplished						
	Prepare and submit a report identifying tenants concerns and services provided to each tenant						
	Submit copies of tenant "Request for Maintenance" forms						

Each task should be performed in accordance with accepted practice and manufacturer's recommendations. Each proposer should include in their proposal this spreadsheet including the proposed frequency of performance for each of the identified tasks.

3.3 On-Call Services

The maintenance manager may be called upon to perform unscheduled and/or urgent-delivery services. The proposer will provide an hourly rate for such services. Any additional services performed by the maintenance manager shall be initiated by the Senior Center Director, or in the event of an emergency, approved by the Senior Center Director subsequent to the performance of additional services.

3.4 Maintenance Manager Residing at Vintage Pointe

The maintenance manager is required to reside at the Vintage Pointe facility. Contractor is required to rent apartment 106 within the facility for the term of the contract. Apartment 106 is a two-bedroom unit consisting of one bathroom, living area, kitchen with stove, refrigerator and dishwasher: stackable washer and dryer, basic television and internet, garbage service, and an office which adjoins the apartment which included cupboards, workspace, computer and copier. There is also a storage area on the first floor and an assigned parking space for the manager. The Maintenance Manager will be responsible for electricity and telephone.

Rent for the unit is listed in the City's Schedule of Rates, Charges and Fees and will be \$1,070.10, plus applicable sales tax, per month effective July 1, 2021. Rent is projected to increase

or decrease annually by the lesser of \$35.00 or the percentage to increase or decrease in the Anchorage Consumer Price Index for the preceding year.

4.0 PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below.

4.1 Letter of Transmittal

Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.

List name(s) of the person(s) who are authorized to make representation for your firm, their titles, address, and telephone numbers.

The letter must be signed by a corporate officer or other individual who has the authority to bind the firm.

4.2 Experience/Qualifications/References

Detail the proposer's experience in the same or similar areas of expertise.

Provide at least three (3) references, preferably Alaska based, for which your firm has provided the same or similar services. Include a point of contact, telephone number, e-mail address, and a brief description of the services provided.

4.3 Maintenance Manager

Identify the maintenance manager. A resume should be included for the maintenance manager and any other individuals which may perform in the capacity of the maintenance manager in his/her absence.

4.4 Methodologies and Approach

Provide detailed information on the proposer's methodology in meeting the scope of work requirements provided for in this RFP. This should consist of a detailed work plan indicating the steps to be completed and the resources that will be utilized.

4.5 Available Resources

Provide information on resources available to the proposer, which indicates that you have access to the services necessary to perform the work. Also indicate the location where the primary services are to be provided and the ability to meet in person with City personnel when required during the performance of the contract.

4.6 Cost Proposal

The Cost Proposal consists of the cost proposal form. The City will not open the cost proposal until after evaluations are complete.

The cost proposal form includes the following:

- a. Monthly rate for maintenance manager services.
- b. Overhead & Profit for reimbursement of materials and supplies not required in the regular performance of work tasks. Based on \$1,000 of expenditures.
- c. Hourly rate for additional work performed by the maintenance manager. Based on 60 hours of additional work.

5.0 EVALUATION PROCESS AND CRITERIA

5.1 Evaluation Process

A committee of individuals representing the City of Kenai will perform evaluation of the proposal. The committee will rank the proposal as submitted. The City of Kenai reserves the right to award a contract solely on the written proposal.

The City also reserves the right to request oral interviews with the highest ranked proposers (short list). The purpose of the interviews with the highest ranked firms is to allow expansion upon, and possible refinement of the written responses. If interviews are conducted, a maximum of three (3) proposers will be short-listed. A second score sheet will be used to score those firms interviewed. The final recommendation for selection will be based on the total of all evaluators scores achieved on the second rating. The same categories and point ranges will be used during the second evaluation as for the first.

The proposer, whose proposal is ranked highest by the evaluation committee, may be invited to enter into final negotiations with the City for the purposes of contract award.

5.2 Criteria

The criteria considered during evaluations are as follows:

Maintenance Manager Experience & Qualifications	50%
Methodology/Approach/Time line	10%
Available Resources	5%
References	5%
Cost Proposal	30%

6.0 SELECTION PROCESS

The Proposer with the highest total evaluation points may be invited to enter into contract negotiations with the City of Kenai. If an agreement cannot be reached with the highest ranked Proposer, the City shall notify the proposer and terminate the negotiations. If proposals are submitted by one or more other proponents determined to be qualified, negotiations may then be conducted with such other proposers in the order of their respective rankings. This process may continue until successful negotiations are achieved. The City of Kenai reserves the right to reject any and all proposals submitted.

7.0 APPEAL PROCEDURE

Any party submitting a proposal for this procurement and who believes that they are adversely affected by the City's 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 Manager. All protest appeals must be filed with the City within 10 days of the issuance of the City's notice of its intent to award the contract. The City Manager will decide the appeal. The protest appeal must be in writing and shall include the following information:

- A. the name, address, e-mail, and telephone and facsimile numbers of the protester;
- B. the signature of the protester or the protester's representative;
- C. identification of the solicitation or contract at issue;
- D. a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and,
- E. the form of relief requested.

The protest appeal may be hand-delivered, faxed, or sent by U.S. mail with postage prepaid to the attention of the City Manager, 210 Fidalgo Avenue, Kenai, AK 99611. Regardless of the method of delivery chosen by the protester, all protest appeals must be actually received by the City within 10 calendar days of the issuance of the City's notice of intent to award. If the tenth 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.

The City Manager shall decide the protest appeal and issue a written decision under the following general procedures:

- A. If the City Manager sustains a protest in whole or in part, the City Manager shall implement an appropriate remedy.
- B. 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.
- C. Notwithstanding subsections A and B immediately above, if the City Manager sustains a protest appeal in whole or part, the protester's damages shall not exceed the reasonable proposal preparation costs.

The City Manager shall deliver his or her determination of the protest appeal in writing to the protester by hand-delivery at the protester's place of business or other address or via U.S. Mail or facsimile, and shall be effective immediately upon receipt if hand-delivered, upon receipt of

delivery confirmation if sent by facsimile or, if mailed, three days after placement in the U.S. Mail.

A party filing a protest appeal may appeal the City Manager's decision to the Kenai Superior Court.

8.0 SAMPLE CONTRACT OR MINIMUM MANDATORY CONTRACT PROVISIONS

In addition to carefully reading all of the information in the RFP, all Proposers must carefully read and review the attached sample contract. The successful Proposer shall be required to enter into a Contract with the City of Kenai, which will be substantially similar to the sample.

Therefore, the Proposer must identify any proposed changes to the sample Contract per the procedures detailed in Section 1.3 of this RFP.

If no changes are made, the proposer shall be deemed to have accepted the sample contract. If the respondent makes changes, such changes will be considered in any negotiations with the city. Changes made to the sample contract shall not be considered during the evaluation process.

**CITY OF KENAI
COST PROPOSAL FORM**

In submitting this proposal, we certify that we have examined the specifications documents, have received Addenda Nos. _____, and have included their provisions in our proposal. If awarded a contract under this proposal, we hereby agree to the terms set forth in the specifications documents and all addenda identified on this proposal.

TOTAL MONTHLY FEE FOR MAINTENANCE MANAGER SERVICES: \$ _____
INCLUDING PURCHASE OF MATERIALS AND SUPPLIES FOR REGULAR
MAINTENANCE TASKS

OVERHEAD AND PROFIT FOR MATERIALS AND SUPPLIES _____%
OTHER THAN THOSE REGULAR MAINTENANCE TASKS

HOURLY RATE FOR ADDITIONAL AND/OR EMERGENCY SERVICES \$ _____

Proposer/Individual Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

E-mail address: _____

Representative _____ Title _____

By executing this proposal, I certify that I have authority to bind the proposer submitting this proposal.

Signature _____ Date _____

This Cost Proposal Form and other Cost Proposal documents are to be submitted in a separate sealed envelope.

Tax Compliance Certification

Kenai Peninsula Borough

Finance Department

144 N. Binkley Street
 Soldotna, Alaska 99669-7599
 www.kpb.us

Phone: (907) 714-2197
 or: (907) 714-2175
 Fax: (907) 714-2376



1.) Fill in all information requested. 2.) Sign and date. 3.) Submit with solicitation, or other.

For Official Use Only

Reason for Certificate: <input type="checkbox"/> Solicitation <input type="checkbox"/> Other:		For Department:	
		Dept. Contact:	
Business Name:			
Business Type:		<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other:	
Owner Name(s):			
Business Mailing Address:			
Business Telephone:		Business Fax:	
Email:			

As a business or individual, have you ever conducted business or owned real or personal property within the Kenai Peninsula Borough? (If yes, please supply the following account numbers and sign below. If no, please sign below.)
 Yes No Kenai Peninsula Borough Code of Ordinances, Chapter 5.28.140, requires that businesses/individuals contracting to do business with the Kenai Peninsula Borough be in compliance with Borough tax provisions. No contract will be awarded to any individual or business who is found to be in violation of the Borough Code of Ordinances in the several areas of taxation.

REAL/PERSONAL/BUSINESS PROPERTY ACCOUNTS	
ACCT. NO.	ACCT. NAME

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)	
YEAR LAST PAID	BALANCE DUE

KPB Finance Department (signature required)

In Compliance Not in Compliance

Date

SALES TAX ACCOUNTS	
ACCT. NO.	ACCT. NAME

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)		
FILED THRU	M/F's	BALANCE DUE

KPB Sales Tax Division (signature required)

In Compliance Not in Compliance

Date

CERTIFICATION: I, _____ the _____, hereby certify that, to the
(Name of Applicant) (Title)
 best of my knowledge, the above information is correct as of _____.
(Date)

Signature of Applicant (Required)

IF ANY BUSINESS IS CONDUCTED OR IS AWARDED A BID WITHIN THE KENAI PENINSULA BOROUGH YOU MUST BE REGISTERED TO COLLECT SALES TAX. THE SALES TAX DEPARTMENT CAN BE REACHED AT (907) 714-2175.

**AGREEMENT FOR CONTRACT SERVICES
FOR VINTAGE POINTE MANOR CONGREGATE HOUSING FACILITY**

THIS AGREEMENT For Contract Services is made by and between the City of Kenai (Owner), whose address is 210 Fidalgo Avenue, Kenai, Alaska, 99611-7794, and _____ (Contractor) whose address is _____

WHEREAS, Owner desires to contract for on-site facility management services for the Vintage Pointe Manor Congregate Housing Facility, located at 381 Senior Court; and,

WHEREAS, Contractor is in the business of providing professional facilities management services and desires to enter an agreement with the City of Kenai to provide those services.

NOW, THEREFORE, the parties hereto agree as follows:

1. Beginning on _____, 202_, and ending on _____, 202_, (three year term) unless terminated earlier pursuant to this Agreement, Contractor shall provide and perform for Owner the services described in Attachment A "Specifications For Agreement For Contract Services Vintage Pointe Manor Congregate Housing Facility" for the Vintage Pointe Manor (the Premises), and the Contractor's RFP dated _____, a copy of which is attached and by this reference fully incorporated herein. This Agreement may be extended for two successive one-year terms by mutual written consent of Owner and Contractor.

2. In the event of any inconsistency or conflict between this Agreement, the Specifications for Agreement for Contract Services Vintage Pointe Manor Congregate Housing Facility (Attachment A), and the Contractors RFP Dated _____, the documents shall have the following order of precedence: the Agreement controls over Attachment A and the RFP, and Attachment A control over the RFP.

3. Any personnel furnished by Contractor shall be employees of Contractor, and Contractor shall pay all salaries and expenses of, and all federal social security taxes, federal and state unemployment taxes, and any similar payroll taxes relating to such

employees. Contractor acknowledges and agrees that Contractor provides services hereunder solely as an independent contractor. Contractor will not at any time, directly or indirectly, act as an agent, servant, or employee of Owner, nor will Contractor make any commitments or incur any liabilities on behalf of Owner without Owner's express written consent.

4. Contractor shall provide all proper safeguards and assume all risks incurred in performing the services to be provided under this Agreement.

5. Throughout the life of this Agreement Contractor shall, at Contractor's own expense, secure and keep in force the following insurance:

- a. 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 FIVE HUNDRED THOUSDAND DOLLARS (\$500,000) combined single limit, and automobile liability insurance with minimum coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence. This insurance shall be primary and exclusive of any other insurance carried by the City of Kenai. The comprehensive general liability insurance shall be without limitation on the time within which the resulting loss, damage, or injury is actually sustained; and,
- b. Per Alaska State Statutes, Worker's Compensation and Employers Liability Insurance shall be provided for all employees who are performing work under this contract.

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.

All insurance shall meet the following additional requirements:

- a. Certificate(s) of Insurance shall be provided by Contractor and all subcontractors, or their Insurance Companies and/or their Agents, naming the City of Kenai as an additional insured for the work specified in this contract with a waiver of subrogation for commercial

general liability insurance and automobile liability insurance. The certificates of insurance must reference the specific contract by name and project number. Workers compensation insurance must be endorsed for waiver of subrogation against the City. Certificates of Insurance, acceptable in form and content, will be delivered to Owner at the address designated for legal service in the agreement, at or prior to presentation of the contract for execution by owner.

- b. There shall be no cancellation or material change of the insurance coverage, or intent not to renew the insurance coverage's as specified in this contract, without thirty (30) days prior written notice to the City of Kenai. Notice of cancellation, material change in coverage, or intent not to renew will be delivered to the address designated for legal notice in the agreement.
- c. Upon renewal or change in policies during the contract, Certificates of Insurance shall be delivered to the address designated for legal notice in the agreement
- d. Be issued by a company/corporation currently rated "A-" or better by A.M. Best.

6. Without limiting the responsibility, Contractor agrees to abide by the terms of the standard lease agreement for tenants at the Premises, and any applicable rules or regulations (except as may be expressly modified herein), and further agrees that the failure of Contractor, or of any other persons residing in the Contractor's apartment provided for under this Agreement, or of Contractor's employees to do so, is cause for Owner to terminate this Agreement. All Employees not identified in the Contractor's proposal and previously approved by Owner must be separately approved by Owner prior to Working at Vintage Pointe Manor.

7. Contractor agrees that because this Agreement requires regular contact with potentially vulnerable adults and because this Agreement requires access to all portions of the premises, Contractor's work hereunder is subject to and contingent upon a satisfactory background check of all personnel, including owners and employees who will perform work under this Agreement. Contractor shall provide any and/or all releases

and other documentation required for Owner to perform criminal and other background checks.

8. Contractor agrees that the facility manager services to be provided hereunder shall be performed by qualified, careful, and efficient personnel in strict confidentiality with the best practices and highest applicable industry standards. Contractor agrees that all contractors' personnel shall follow the policies of the City of Kenai relating to the operation of Vintage Pointe Manor. Contractor shall be available to report and confer with the Senior Center Director with respect to services rendered. Contractor is at all times responsible for the direct supervision of Contractor's personnel.

In exchange for performance of services hereunder, Owner shall make payment upon proper invoicing to Contractor for services rendered as provided in Contractor's Proposal dated _____ and Attachment A, Specifications for Agreement for Contract Services Vintage Pointe Manor Congregate Housing Facility.

9. Contractor must make timely payments for Apartment 106 rent as provided in Attachment A, Specifications for Agreement for Contract Services Vintage Pointe Manor Congregate Housing Facility. Failure to make timely payments shall be cause for termination of this Agreement and Eviction.

10. Contractor shall perform all services required hereunder, except when prevented by strike, lockout, act of God, accident, or other circumstances beyond Contractor's control.

11. The contractor shall indemnify, hold harmless, and defend the City at its own expense from and against any and all claims, losses, damages or expenses, including reasonable attorney's fees, of, or liability for, any wrongful or negligent acts, errors, or omissions of the contractor, its officers, agents or employees, or any subcontractor under this contract. The contractor shall not be required to defend or indemnify the City for any claims of, or liability for, any wrongful or negligent act, error, or omission solely due to

the independent negligence of the City. If there is a claim of, or liability for, the joint negligence of the contractor and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be determined upon final determination of percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "Contractor" and "City" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, to each. The term "independent negligence of the City" is negligence other than in the City's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

12. This Agreement may be terminated with cause by giving fifteen (15) days' written notice addressed to the other party. This Agreement may be terminated without cause upon thirty (30) days' written notice.

13. Contractor agrees to keep office hours from 8:00 a.m. to 12:00 p.m., Monday through Friday and be on call and available during other hours.

14. No person under the age of eighteen (18) years of age may reside in Contractor's apartment.

15. Contractor is required to abide by all rules and regulations governing the Tenants of the Premises, except for the senior citizen age eligibility requirements.

16. Contractor shall not keep pets of any kind in contractor's apartment, nor are pets allowed on the Premises.

17. This Agreement may not be assigned to any other person or entity without written approval by Owner.

18. Any and all notices required or permitted under this Agreement shall be in writing and hand-delivered or mailed by first-class mail, postage prepaid, to the following addresses:

To Owner:

To Contractor:

Kathy Romain
Senior Center Director 361
Senior Court
Kenai, AK 99611
(907) 283-4156

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 three days after deposit, postage prepaid, in the United States mail. (This notice provisions does not apply to transmission of complaints or requests for services by Owner/Administrator to Contractor.)

19. This Agreement, together with the attached Specifications (Attachment A), 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, and any purported amendment or modification is without effect until reduced to a writing signed by both parties.

20. Contractor shall not discriminate against any person because of the person's race, religion, color, national origin, age, physical or mental disability, sex, marital status, change in marital status, pregnancy, parenthood or political affiliation. Contractor recognizes the right of Owner to take any action necessary to enforce this requirement. Contractor will furnish services provided under this Agreement on a reasonable, and not unjustly discriminatory, basis.

21. This Agreement is effective as of the date of the last signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**OWNER:
CITY OF KENAI**

By: _____
Date

Paul Ostrander
City Manager

ATTACHMENT A

SPECIFICATIONS FOR AGREEMENT FOR SERVICES VINTAGE POINTE MANOR CONGREGATE HOUSING FACILITY

1. Contractor is required to rent apartment 106 within the facility for the term of the contract. Apartment 106 is a two-bedroom unit consisting of one bathroom, living area, kitchen with stove, refrigerator and dishwasher, stackable washer and dryer, and an office which adjoins the apartment which included cupboards, workspace, computer and copier. There is also a storage area on the first floor and an assigned parking space for the manager. Rent for the unit is listed in the City's Schedule of Rates, Charges and Fees and will be \$1,070.10, plus applicable sales tax, per month effective July 1, 2021. Rent is projected to increase or decrease annually by the lesser of \$35.00 or the percentage increase or decrease in the Anchorage Consumer Price Index for the preceding year. The Maintenance Manager will be responsible for electric and telephone costs for the unit.
2. The Contractor will furnish the necessary equipment and cleaning supplies needed for the performance of cleaning and maintenance, with the exception of supplies and equipment already located at the facility.
3. Contractor is responsible for ensuring its employees are thoroughly familiar with these specifications.
4. The City Manager has designated the City's Director of Senior Services to be the Contract Administrator on the City's behalf. Contractor will be responsible for prompt attention to any defective work called to attention by the Contract Administrator. If complaints regarding building management services are sent to Contractor by mail, Contractor shall act on the complaint within twenty-four (24) hours of receipt. If the complaint regarding building management services is delivered to the Contractor orally by the Contract Administrator, the Contractor shall act on the complaint on the same day the complaint is delivered. If the deficiencies are not corrected in the allotted time, the City will arrange to have the work done and all charges will be deducted from Contractor's monthly payment.
5. Contractor must have a cell phone whereby Contractor can be contacted at any time.
6. Contractor must ensure coverage at all times (8AM-12PM and assign and arrange for alternative coverage anytime primary personnel are off site for twenty-four (24) hours or more.

7. Contractor may be required to meet with the Contract Administrator as needed each month to conduct an inspection of the premises and discuss performance.
8. Contractor must have a State of Alaska business license and a Kenai Peninsula Borough sales tax account number.

The Following Tasks Must be Performed as Identified Below and In the Maintenance Manager's Proposal Dated _____

GENERAL MAINTENANCE

1. Maintain entry, arctic foyer and common areas on the first, second and third floors.
2. Clean all public rest rooms and replenish all needed supplies.
3. Empty all common area trash receptacles.
4. Keep parking lot and grounds free of debris and trash.
5. Sweep sidewalks and gutters as needed.
6. Keep light fixtures in common areas in working order. City will reimburse Contractor for lighting supplies.

WEEKLY

1. Prepare a weekly report of general work completed.
2. Prepare a weekly report of tenant concerns and services provided to each tenant.
3. Provide tenant "Request for Maintenance" form.

MECHANICAL SERVICES

1. Check boiler room for needed repairs and maintenance at least, to include:
 - a. Maintain adequate pressure and temperature on boiler.
 - b. Maintain proper operation of all pumps.
 - c. Maintain level of glycol tank.
 - d. Maintain temperatures of domestic water tanks.

2. Maintain Air Compressor:
 - a. Check and maintain oil level and change at least every six months.
 - b. Check air filters (replace if needed).
 - c. Drain condensation from tank.
 - d. Check operation of fan motor in air handling unit.
 - e. Verify proper operation of exit lighting.
 - f. Check belts (replace as needed).
 - g. Check mounting bolts (replace as needed).
 - h. Clean cooling fans.

3. Test emergency lighting at least monthly.
 - a. Maintain a written log of the dates the tests are made and the initials of the person performing the test.

4. Fire Department connection :
 - a. Confirm the connection is readily visible and accessible and not obstructed.
 - b. Confirm the caps are in place and the swivel threads are in good condition.
 - c. Confirm the check valve is not leaking.
 - d. Notify the Administrator of any deficiencies for contract repair.

5. Fire Control Panel -test at least monthly .

6. Air Handling Unit
 - a. Replace filters on air handling unit (if needed).
 - b. Change set point on air handling system controls to summer setting at end of heating season.
 - c. Change set point on air handling system controls to winter setting at beginning of heating season.
 - d. Check operation of dampers.
 - e. Oil all bearing inserts as needed.

7. Slab Heat
 - a. Switch slab heat off for summer use (end of heating season).
 - b. Switch slab heat on for winter use (beginning of heating season).
 - c. Clean snow and ice sensor in slab at beginning of heating season and again mid-winter.

FALL/WINTER

1. Drain down low-point drains in dry fire protection system.
2. Put away all yard equipment for the winter.

3. Drain and store outside hoses.
4. Discard hanging flower baskets the last week of September, flowers in rock planters by October 1.
5. Ensure all outside water faucets are secure and not dripping prior to freeze up; maintain accordingly.
6. Store portable planters.
7. Keep the driveway, sidewalks, walkways, trash area, and entry/exit doorways free of snow and ice.
8. Clean out dampers in dryer vents on 2nd and 3rd floor.
9. Put Christmas lights on outside of building by November 15. Put Christmas trees in card room and 2nd floor common area. Decorate both. Remove and store Christmas and Holiday decorations by January 5. Put up, take down, and store other holiday decorations as appropriate.

SPRING/SUMMER

1. Unit Heaters
 - a. Clean diffusers, coil, and fan blades.
 - b. Tighten fan bolts on fan guard and motor frames.
 - c. Lubricate fan motors with turbine oil.
2. Cabinet Heaters
 - a. Check air filters (clean or replace).
 - b. Lubricate fan motors with turbine oil.
 - c. Clean coils and fan blades.
3. Drain down low-point drains in dry fire protection system.
4. Replace filter canister on humidifier.
5. Plant and maintain seasonal flowers including hanging baskets.
6. Maintain shrubs.
7. Purchase and install ground mulch when needed.

AS NEEDED

1. Replace light bulbs throughout building as needed. (Fluorescent bulbs should be replaced ASAP to prevent damage to ballasts.)
2. Maintain sidewalks to stay free of snow and ice accumulation.
3. Maintain snow blower.
4. Minor plumbing repair
 - a. Replace bad seals in faucets.
 - b. Replace broken toilet seats.
 - c. Reseal toilets if wax seal is broken and leaky.
 - d. Clean out drains at individual fixtures if clogged.
 - e. Repair leaks on drains or water supplies to individual fixtures.
 - f. Replace bad or broken showerheads.
5. Minor sheetrock repair
 - a. Repair anything under the size of a quarter in diameters.
 - b. Touch-up paint as needed.
6. Minor wallpaper repair
 - a. Re-glue as needed.
7. Minor hardware repair
 - a. Drawer slides: adjust or replace as needed.
 - b. Cabinet hinges: adjust or replace as needed.
 - I. Locksets: adjust only.
 - II. Door closer: adjust or replace.
 - III. Window closer: oil and adjust.
 - IV. Blinds: adjust or replace.
8. Minor carpet repair
 - a. Re-glue as needed in the commons areas and stairwell and staircase areas.
9. Contact proper authorities when emergencies arise, avoiding any action which may be considered to be of any type of medical assistance to the tenants.
 - a. When emergencies arise, call 911.
 - b. If you know of a tenant that has been transported to the hospital, as a result of a 911 call, notify the Senior Center Director as soon as reasonably possible.

- c. If you are concerned about a resident's wellbeing, notify the Senior Center Director or other appropriate Senior Center Staff if Director is unavailable, and a wellness check will be done.
- 10. Do minor maintenance and repairs of apartments.
- 11. Report needed maintenance to Senior Center Director.
- 12. Ensure compliance with maintenance schedule provided by the City, as contained herein.
- 13. Be available to handle tenant emergencies at various hours.
- 14. Maintain all janitorial and storage units in a clean, safe and orderly condition.
- 15. Maintain smoke detectors and fire extinguishers according to the City fire code.
- 16. Provide regular maintenance of second floor common area kitchen facility.
- 17. Enforce the dwelling unit lease agreement.
- 18. Do not use the boiler room for storage.
- 19. For materials to be reimbursed by City, purchase only AFTER approved purchase order is obtained.

Failure to comply with the terms of these specifications shall subject the contract to termination.