KENAI

City of Kenai | 210 Fidalgo Ave, Kenai, AK 99611-7794 | 907.283.7535 | www.kenai.city

Invitation to Bid

Project: 2021 FIRE SYSTEMS TESTING, INSPECTION & MONITORING

Release: November 20, 2020

Last day for Questions: December 1, 2020 by 12:00pm

Bids Due Date: December 8, 2020, no later than 12:00pm

Kenai City Hall

210 Fidalgo Avenue

Kenai, AK 99611

ATTN: Director of Public Works

Or by email at scurtin@kenai.city

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Advertisement for Bid

Project Name: 2021 FIRE SYSTEMS TESTING, INSPECTION & MONITORING
Last Day for Questions: No later than 12:00pm December 1, 2020
Bid Due Date and Time: No later than 12:00pm December 8, 2020 at City Hall

Scope of Work: Contractor shall enter into a service agreement with the City of Kenai for up to a five year term to provide Fire Systems Testing, Inspection & Monitoring services at all City Owned facilities indicated within the Invitation to Bid. Agreement will begin on January 1, 2021 and will not extend beyond December 31, 2025.

Contractors shall have extensive experience in providing similar services to other agencies within Alaska, and will be expected to begin services immediately upon issuance of a Notice to Proceed.

Bidders should contact the Public Works Department at (907) 283-8236 to be placed on the plans holders list. Questions may be submitted to publicworks@kenai.city.

Bids must be delivered in a sealed envelope clearly marked with the project name to the Public Works Department at the address above. Bid documents can be obtained on City of Kenai website at www.kenai.city or at City Hall for a non-refundable fee of $20.00 including sales tax for each set of documents.

Publish: Anchorage Daily News- November 20, 2020
Peninsula Clarion – November 20, 2020 or next available day

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CITY OF KENAI
INSTRUCTIONS TO BIDDER

1. GENERAL

These instructions specify the form and procedures for the submission of a complete and acceptable bid. 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 Public Works Department Administrative Assistant by phone (907) 283-8236 or by email at PublicWorks@kenai.city.

Project: 2021 FIRE SYSTEMS TESTING, INSPECTION & MONITORING
Release: November 20, 2020
Last Day for Questions: December 1, 2020 by 12:00pm
Bid Due Date and Time: December 8, 2020 by 12:00pm

Contract Duration: Approx. Jan 1, 2021 through December 31, 2025

2. EVIDENCE OF QUALIFICATIONS

Upon request of the City, a Bidder whose bid is under consideration for the award of the Agreement, shall submit promptly to the City, satisfactory evidence of the Bidder's financial resources, their experience, their performance in completing other projects of a similar nature, and the organization and equipment they have available for the performance of the Agreement.

3. BIDDER QUALIFICATIONS

Before the bid is considered for award, the City reserves the right to determine whether or not a Bidder is responsible and to require the Bidder to complete a Bidder Qualification Form and/or provide a current financial statement prepared by a Certified Public Accountant. The City shall determine whether a Bidder is responsible on the basis of the following criteria:

- The skill and experience demonstrated by the Bidder in performing Agreements of a similar nature.
- The Bidder's record for honesty and integrity.
- The Bidder's capacity to perform in terms of facilities, personnel, and financing.
- The Bidder's past performance under City Agreements. If the Bidder has failed in any material way to perform its obligations under any Agreement with the City, the Bidder may be determined as a non-responsible Bidder.
- A Bidder's representations concerning their qualifications will be construed as a covenant under the Agreement. Should it appear that the Bidder 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 Bidder is non-responsible will be made by the City Manager. Such determination will be made in writing to the Bidder setting forth the reasons for such determination.

4. CONDITIONS AFFECTING THE WORK

The Bidder shall examine carefully the site(s) of the proposed work and the bid documents before submitting a bid. The submission of a bid shall be an admission that the Bidder 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 bid 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 bid documents or Addenda.

The Bidder shall include in their bid, 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 bid. The submission of a bid shall be taken as prima facie evidence of compliance with this paragraph.

If information or documentation required for submitting an accurate and complete bid is absent from these documents, the Bidder is required to notify the Public Works Director by facsimile (907) 283-3014, or by e-mail to PublicWorks@kenai.city.

5. SECURITY TO BE FURNISHED BY BIDDER

If the bid exceeds $100,000, a certified check, bank cashier's check, or bid bond, made payable to the City of Kenai amount equal to five (5%) percent of the total bid, shall accompany each bid as evidence of good faith, a guarantee that if awarded the agreement, the Bidder will execute the agreement and give bond as required. All Bidder's checks or bid bonds will be retained until the successful Bidder has entered into a satisfactory agreement and furnished bonds, as required. The successful Bidder shall furnish the City a Performance and Payment bond in the full amount of the Agreement and shall maintain the Bond in force during the continuance of the Agreement. The bonds must be furnished prior to the City's execution of the Agreement. The Bond shall be for the faithful performance of the Agreement in all respects including, but not limited to, payments for all materials and labor. All alterations, extensions of time, additional work, and other changes authorized by the Agreement Documents may be made without securing the consent of the Surety or Sureties. Power-of-Attorney for the person signing the Bond for the Surety must be submitted with the Bond. These bonds, in whatever amount required by the specific agreement, shall be administered and deemed governed by the provisions of Alaska Statutes Title 36, Chapter 25, and shall comply with all requirements for payment and submission of claims as provided by that chapter.

6. LICENSING

Alaska State Statutes requires that all businesses wishing to engage in business in Alaska obtain license(s). All Bidders are required to furnish with their bid, 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 bid may result in rejection of the Contractor's bid.

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 Bidder only and submitted with the bid. The City will obtain verification of tax compliance from the Kenai Peninsula Borough for the successful bidder. Bids submitted without a completed Tax Compliance Certificate may be considered non-responsive.

8. INTERPRETATION OR CORRECTIONS OF BID DOCUMENTS

Bidders shall notify the Public Works Director promptly of any error, omission, or inconsistency that may be discovered during examination of the bid documents and the proposed work site(s). Requests from Bidders for interpretation or clarification of the bid documents shall be made in writing to the Public Works Director and shall arrive no later than the time and date specified in Section 1 of these Instructions to Bidders. Questions may be faxed to (907) 283-3014 or emailed to PublicWorks@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-bid conference if one is provided for in Section 1 of these Instructions to Bidders. Interpretations, corrections, or changes, if any, to the bid documents shall be made by Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the pre-bid conference. Interpretations, corrections, and changes shall not be binding unless included in an Addendum. All Addenda issued during the time of bidding shall become part of the Agreement Documents. Questions or requests for clarifications shall be directed to the Public Works Director. 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 Bidder'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 Bid Form. If no Addenda have been issued, write or type "zero" or "N/A" on the Bid Form in the space provided.

9. PREPARATION AND SUBMISSION OF BIDS

- Bids must be received at City Hall prior to the time and date specified in Section 1 of these Instructions to Bidders.

- Bids must be submitted on the Bid Form furnished. Bids 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 bid must initial each erasure or change in ink.

- Bids shall specify a unit or lump sum price, typed or written in ink in figures, for each bid item called for. In case of error in the extension of prices, the unit price will govern. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, qualified bids, or irregularities of any kind.

- It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" on the Bid Form are approximate only for use as a basis for comparison of bids 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 Bid Form invites bids on definite plans and specifications. Only the amounts and information asked for on the Bid Form will be considered as the bid. Each Bidder shall bid upon the work exactly as specified and as requested on the Bid Form, and Bidders shall bid upon all alternates as indicated. When bidding on an alternate for which there is no charge, Bidder shall write the words “No Charge” in the space provided.

- One (1) complete bid package shall be completely sealed in an envelope clearly marked with the Bidder’s company name, and the “Project Name” and “Bid Due Date” specified in Section 1 of these Instructions to Bidders. A complete bid package shall include the following documents:

    - Bid Form
    - Tax Compliance Certificate
    - Applicable Licenses
    - Non-Collusion Affidavit
    - Bid Bond with Power of Attorney (If bid exceeds $100,000.00)

- Bids received without all the required documents may be considered non-responsive. Bids received after the bid 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 bid not properly addressed and identified.

- Please note that overnight delivery from the Lower 48 States is generally not available. Prospective Bidders should anticipate a minimum of two to three days delivery time for express, priority or expedited delivery services.

10. MODIFICATION OF BIDS

Bid modifications will be accepted by the City at publicworks@kenai.city and binding upon the Bidder where the modification:

- is received at City Hall prior to the time and date specified in Section 1 of these Instructions to Bidders.

- does <u>not</u> identify the adjusted Bid Total price. Only adjustments to the sealed bid will be accepted. For example:

    - CORRECT – Decrease the Unit Bid Price of Item 20.22 Leveling Course by $2.50 per ton and the Bid Total by $2,500.
    - CORRECT – Increase the Unit Bid Price of Item 90.16 Mobilization and Demobilization and the Bid Total by $5,000.
    - INCORRECT – Decrease the Bid Total by $5,000 for a new Total of $95,000.

- is signed by the same individual who signed the original bid.

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

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

It is the Bidder's responsibility to confirm the City's receipt of any bid modification.

11. WITHDRAWAL OF BID

At any time prior to scheduled closing time for receipt of bids, any Bidder may withdraw their bid, either personally or by written request.

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

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

12. ACCEPTANCE – REJECTION OF BIDS

The City reserves the right to reject any or all bids, to waive minor irregularities in any bids or in the bidding procedure, and to accept any bid 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 bid and is not responsible for bid preparation costs.

13. EXECUTION OF AGREEMENTS

The successful Bidder shall be required to execute an Agreement for the work within ten (10) 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 bid may be rejected.

14. AWARD OF AGREEMENT

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

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 bids, Notice of Award or rejection will be given within forty-five (45) days of bid opening. The notice will be in writing and signed by the Public Works Director. A Notice of Intent to Award, and no other act of the City of Kenai or its representatives, constitutes an acceptance of a bid. The acceptance of a bid shall bind the successful Bidder to execute the Agreement.

15. AGREEMENT AND PERFORMANCE AND PAYMENT BOND SIGNATURE INSTRUCTIONS WHEN BONDS ARE REQUIRED

The successful Bidder shall insert the full name and business of the Contractor in the Agreement and on the Performance and Payment Bond, hereinafter the Bond.

If the Contractor is a partnership or joint venture, all partners or joint ventures shall sign the Agreement and the Bond except that one partner or one joint venturer may sign for the partnership or joint venture when all other partners or joint venturers have executed a Power-of-Attorney authorizing one partner or joint venturer to sign. The Power-of-Attorney shall accompany the executed Agreement and the Bond.

If the Contractor is a Limited Liability Company (LLC), a person with appropriate authority to bind the LLC shall execute the Agreement and Bond unless a Power-of-Attorney or Corporate Resolution accompanies the executed Agreement and Bond.

If the Contractor is a corporation, the President or Vice-President and Secretary or Treasurer of the corporation shall execute the Agreement and the Bond unless a Power-of-Attorney or Corporate Resolution accompanies the executed Agreement and Bond.

The Bond shall be returned undated as to Agreement Date. The Agreement Date shall be inserted on the Agreement when the City signs the Agreement and the Bond shall be dated the same as the Agreement Date.

16. SPECIAL PROVISIONS

If funded in part or in whole by a grant or grants, the contractor and their subcontractors will be required to comply with the requirements of these grants, including insurance and purchasing requirements, if any. If any permits are included with the bid documents, e.g. a U.S Corp of Engineers wetland permit, all conditions of this permit must be met by the Contractor and their Subcontractors.

17. APPEAL PROCEDURE

KMC 7.15.120 Appeal procedures.
(a) Any party submitting a bid or 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 appeals. 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 bid protest appeal in whole or part, the protester's damages shall not exceed the reasonable bid or 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)

18. COMPLIANCE OR ACCEPTED ALTERNATES TO SPECIFICATIONS

Bidder 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 Bid. 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.

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CITY OF KENAI
BID FORM

TO: City of Kenai
Public Works Department
210 Fidalgo Avenue
Kenai, Alaska 99611-7794

FROM: _____
Name of Bidder's Company or Business Entity

BIDDER'S DECLARATION & UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the Bidder has carefully examined the Bid Documents including but not limited to: the Agreement, Addenda, Supplemental General Conditions, General Conditions, Drawings and Specifications, Invitation to Bid, Instructions to Bidders, this Bid Form, Advertisement, Releases, Affidavits, and supplemental documentation (e.g. Grant documentation, Title 36 or other State Statues), and the location(s) where work is to be performed for the project, and that the Bidder has satisfied themselves as to the contractual requirements, and quantity and condition of work involved.

It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" on the Bid Form are approximate only for use as a basis for comparison of Bids 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 Bidder further declares that the only person or parties interested in the Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City of Kenai, and that the Bid is made without any connection or collusion with any person submitting another Bid.

The Bidder agrees not to withdraw this bid within forty-five (45) days after the actual date of the bid opening.

DOCUMENTS TO SUBMIT WITH THIS BID

1. Bid Form
2. Tax Compliance Certificate
3. Applicable Licenses
4. Non-Collusion Affidavit
5. Bid Bond with Power-of-Attorney (If Bid exceeds $100,000.00)

DOCUMENTS THE CITY OF KENAI IS TO RECEIVE WITHIN 10 DAYS AFTER NOTICE OF AWARD

The Bidder agrees that if this Bid is accepted he will deliver to the City of Kenai, within ten (10) calendar days of Notice of Award, the following:

1. Executed Agreement
2. Certificate(s) of Insurances*
3. Construction Schedule
4. List of Subcontractors
5. Performance and Payment Bond
6. Power of Attorney and/or Corporate Resolution (See Instructions to Bidders)

* Refer to the General Conditions for insurance requirements. Note the additional insured and waiver of subrogation requirements.

TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder agrees to commence and complete work as follows: The current monitoring contract is set to expire on December 31, 2020. The successful contractor must be prepared to begin monitoring on or before January 1, 2021. All inspections and testing shall be scheduled immediately upon issuance of a Notice to Proceed. Fifty percent (50%) of all indicated City facilities shall be completed within 30 days of Notice to Proceed with the remainder being fully complete within 60 days of Notice to Proceed.

Liquidated Damages. Liquidated damages may be charged at Three Hundred dollars ($300.00) for each calendar day that expires that the contractor is unable to meet the indicated timelines indicated within the agreement. This will include meeting the annual deadlines each of the possible five years of the agreement.

BID TABULATION AND SUMMARY

Bidder agrees to perform all of the work described and per the conditions in the Bid Documents for the prices stated on this Bid Form.

Prices are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of error in the extension of prices, the unit price will govern. Bidder understands that the City reserves the right to reject any or all bids and to waive irregularities in the bidding.

BID GUARANTEE: The Undersigned further agrees that the check or bid bond accompanying the bid is left in escrow with the City, that the amount of the check or bond is the measure of damages which the City will sustain by failure of the Undersigned to deliver said documents within ten (10) days after written notice of the award of contract to him or her, and that check shall become the property of the City, or the bid bond shall remain in full effect, should he or she so fail. But if this bid is not accepted within ninety (90) days of the date set for the opening thereof, or if accepted and the Undersigned delivers said Agreement, and performance, and labor, and material payment bonds as required, the check shall be returned to him or her and the bid bond shall become void.

EXECUTION OF BID

Bidder shall complete and submit all pages of the Bid Form.

I have received the Bid Documents for the Project: **2021 FIRE SYSTEMS TESTING, INSPECTION & MONITORING**

I have received Addenda No(s). _____ and have included their provisions in my proposal.

I have examined both the Bid Documents and the work locations, and submit the following bid with the understanding that I agree:

1. To hold my bid open forty-five (45) consecutive calendar days.
2. To accept the provisions of the Bid Documents.
3. To enter into and execute an Agreement, if awarded, on the basis of my Bid.
4. To furnish all labor and materials and to accomplish the work in accordance with the Bid Documents.
5. To accomplish the Work as specified above in TIME OF COMPLETION.

Contractor shall complete all requested bid information on the attached Bid Schedules.

Bid Schedule Summary

Schedule A – Fire Alarm Monitoring & Communications	$
Schedule B – Fire Alarm Testing & Inspection	$
Schedule C – Sprinkler Testing & Inspection	$
Schedule D – Kitchen Hood Testing & Inspection	$
Schedule E – Extinguisher Test, Inspect & Tag for 5 years	$
Schedule F – Hourly Rates for Misc. Service	$
Base Bid – Schedules A-F Total	$
Base Bid Total in Words	

In the event the Base Bid exceeds the Owner's budget for the Work, Owner reserves the right to award to any combination of Base Bid and Deductive Alternate that provides the best value to the City.

An Agreement shall not be formed and no rights shall exist under the Agreement until the final Agreement is fully executed by all parties. Bidder agrees to commence work immediately upon full execution of the Agreement or such later time as defined in a Notice to Proceed.

If provided a Notice of Award, Bidder agrees to execute and perform the Agreement in accordance with the Bid Documents.

By executing this Bid I certify that I have authority to bind the Company or Business Entity submitting this bid.

Name of Company or Business Entity	Date
Signature	Title
Print Name	Phone
Address	Fax
Address	Email address

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Bid Form Schedule A – Monitoring Services

Facility	Furnish, Install, Maintain, and setup / Program Alarm Monitoring and Communications Equipment for 5 years to be paid in equal installments over 5 years	Provide Communications for Fire Alarm monitoring (Telephone, internet, radio) for 5 years to be paid in equal installments over 5 years	Monitoring 2021	Monitoring 2022	Monitoring 2023	Monitoring 2024	Monitoring 2025	Subtotal
AP Terminal	$	$	$	$	$	$	$	$
AP Operations	$	$	$	$	$	$	$	$
AP Beacon	$	$	$	$	$	$	$	$
AP Gen Building	$	$	$	$	$	$	$	$
Vintage Pointe	$	$	$	$	$	$	$	$
Senior Center	$	$	$	$	$	$	$	$
Visitors Center	$	$	$	$	$	$	$	$
Library	$	$	$	$	$	$	$	$
Rec Center	$	$	$	$	$	$	$	$
Schedule A Total in Words & Number							$	

Bid Form Schedule B – Fire Alarm Testing & Inspection

Facility	Fire Alarm Testing & Inspection 2021	Fire Alarm Testing & Inspection 2022	Fire Alarm Testing & Inspection 2023	Fire Alarm Testing & Inspection 2024	Fire Alarm Testing & Inspection 2025	Subtotal
AP Terminal	$	$	$	$	$	$
AP Operations	$	$	$	$	$	$
AP Beacon	$	$	$	$	$	$
AP Gen Building	$	$	$	$	$	$
Vintage Pointe	$	$	$	$	$	$
Senior Center	$	$	$	$	$	$
Visitors Center	$	$	$	$	$	$
Library	$	$	$	$	$	$
Rec Center	$	$	$	$	$	$
Schedule B Total in Words & Number						$

Bid Form Schedule C – Fire Sprinkler Testing & Inspection

Facility	Fire Sprinkler Testing & Inspection 2021	Fire Sprinkler Testing & Inspection 2022	Fire Sprinkler Testing & Inspection 2023	Fire Sprinkler Testing & Inspection 2024	Fire Sprinkler Testing & Inspection 2025	Subtotal
AP Terminal	$	$	$	$	$	$
AP Operations	$	$	$	$	$	$
AP Beacon	$	$	$	$	$	$
AP Gen Building	$	$	$	$	$	$
Vintage Pointe	$	$	$	$	$	$
Library	$	$	$	$	$	$
Multi-Purpose Ice Rink Standpipe	$	$	$	$	$	$
WWTP Chlorine Building	$	$	$	$	$	$
Schedule C Total in Words & Number						$

Bid Form Schedule D – Kitchen Hood Testing & Inspection

Facility	Kitchen Hood Testing & Inspection 2021	Kitchen Hood Testing & Inspection 2022	Kitchen Hood Testing & Inspection 2023	Kitchen Hood Testing & Inspection 2024	Kitchen Hood Testing & Inspection 2025	Subtotal
AP Terminal	$	$	$	$	$	$
Senior Center	$	$	$	$	$	$
Schedule D Total in Words & Number						$

Bid Form Schedule E – Fire Extinguisher Testing, Inspection & Tag

Facility	Approx. number of fire extinguisher units	Fire Sprinkler Testing & Inspection 2021	Fire Sprinkler Testing & Inspection 2022	Fire Sprinkler Testing & Inspection 2023	Fire Sprinkler Testing & Inspection 2024	Fire Sprinkler Testing & Inspection 2025	Subtotal
AP Terminal	12	$	$	$	$	$	$
AP Operations	21	$	$	$	$	$	$
AP Beacon	8	$	$	$	$	$	$
AP Gen Building	1	$	$	$	$	$	$
Flight Service Station	9	$	$	$	$	$	$
Vintage Pointe	14	$	$	$	$	$	$
Senior Center	4	$	$	$	$	$	$
Library	5	$	$	$	$	$	$
City Hall	6	$	$	$	$	$	$
Police Department	7	$	$	$	$	$	$
Fire Department	15	$	$	$	$	$	$
Animal Control	3	$	$	$	$	$	$
Vehicle Maintenance Shop	8	$	$	$	$	$	$
Streets Department	8	$	$	$	$	$	$
Building Maintenance	14	$	$	$	$	$	$
Rec Center	6	$	$	$	$	$	$
Multi-purpose Ice Rink	5	$	$	$	$	$	$
Visitors Center	5	$	$	$	$	$	$
Parks & Rec	3	$	$	$	$	$	$
Fine Arts Center	3	$	$	$	$	$	$
City Dock	2	$	$	$	$	$	$
Water Treatment Plant	3	$	$	$	$	$	$
Waste Water Treatment Plant	12	$	$	$	$	$	$
Annual Totals		$	$	$	$	$	
Schedule C Total in Words & Number (5 years)							$

Bid Form Schedule F – Hourly Rates for Misc. Service & Contingency

Labor Rates for Misc. Service repair requests	Cost / Hour 2021	Cost / Hour 2022	Cost / Hour 2023	Cost / Hour 2024	Cost/ Hour 2025
Specific Technician rates list below:					
Monitoring Technician:	$	$	$	$	$
Fire Alarm Technician:	$	$	$	$	$
Fire Sprinkler Technician:	$	$	$	$	$
Other:	$	$	$	$	$
Other:	$	$	$	$	$
For Bidding purposes please include 16Hrs labor each for Monitoring, Fire Alarm, and Fire Sprinkler Technicians for a total of 48Hrs of Service included with this agreement. Any needed parts will be billed separately at actual cost. The total below shall include the costs for all five years.					

Schedule F Total in Words & Number (5 years)		$

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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

For Official Use Only

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

Reason for Certificate:		For Department:	
☐ Solicitation ☐ Other:		Dept. Contact:	
Business Name:			
Business Type:	☐ Individual ☐ Corporation ☐ Partnership ☐ 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)

Date ☐ **In Compliance** ☐ **Not in Compliance**

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)

Date ☐ **In Compliance** ☐ **Not in Compliance**

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.

Blank Page

NON – COLLUSION AFFIDAVIT

(To be executed and submitted with Bid 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 bid on the Contract to be executed by the City of Kenai, for the construction of that certain construction project designated as:

2021 FIRE SYSTEMS TESTING, INSPECTION & MONITORING

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 _____, 2021, by_____.

_____
NOTARY PUBLIC for State of Alaska
My Commission Expires: _____

Blank Page

Contractor's Printed Name: _____ Contractor's Fed. Tax ID #: _____		**THE CITY OF KENAI** **SHORT FORM AGREEMENT** This agreement is not valid until properly signed by the parties and accompanied by a valid City of Kenai Purchase Order	City of Kenai 210 Fidalgo Ave. Kenai, AK 99611 907-283-8236

CONTRACTOR WILL PROVIDE THE CITY OF KENAI THE FOLLOWING SERVICE(S);

Interpretation: The following documents are incorporated herein by reference and shall be given the following order of precedence:
1. Addenda
2. Proposal / Drawings / Instructions to Bidders
3.This Short Form Agreement
4. General Conditions (See page two / reverse of this form if double sided)
5.Contractor's Proposal

Contractor's compensation will be (In words and numbers):

Time of commencement and completion:

BY SIGNING BELOW, THE CONTRACTOR HEREBY AFFIRMS THAT HE OR SHE HAS READ AND ACCEPTS ALL TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THE GENERAL CONDITIONS Contractor's Signature _____Date_____	Contractor's Address & Phone / Fax Numbers:

Recommended by: Signature Date	Purchase Order Number:	Approved by City Manager: Signature Date

GENERAL CONDITIONS

Section 1. Execution of This Agreement. This agreement is not valid until properly signed by the parties and accompanied by a valid City of Kenai Purchase Order.

Section 2. Independent Contractor. The Contractor shall provide services as an independent contractor to the City.

Section 3. Compliance With Laws. The Contractor shall comply with all statutes, ordinances, and regulations governing its performance, post all required notices, and obtain all permits, licenses, and other entitlements necessary to its performance. The Contractor shall pay all taxes related to its performance and shall be current on all borough taxes at the time of entering this agreement. The Contractor shall acquire and maintain in good standing all permits, licenses; and other entitlements necessary to the legal performance of this agreement.

Section 4. Equal Employment Opportunity.

A. The Contractor will not discriminate against any applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor shall state in all solicitations or advertisements for employees to work on agreement jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, or physical or mental handicap.

C. The Contractor shall include the provisions of subsections A and B of this section in every subcontract or purchase order under this agreement, so as to be binding upon every subcontractor or vendor of the Contractor under this agreement.

Section 5. Insurance. During the term of this agreement the Contractor shall maintain a policy of workers' compensation and employers' liability insurance as required by law. Contractor shall also be required to carry Commercial general liability with minimum coverage of $1,000,000 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 commercial general liability insurance shall be without limitation on the time within which the resulting loss, damage, or injury is actually sustained. 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. Such insurance shall be by a company/corporation currently rated “A-“or better by A.M. Best. If providing professional services, $1,000,000 against any claim arising out of professional liability/errors or omissions of Consultant and/or Consultant's subcontractors must be provided.

Section 6. Assignments. Unless the City provides otherwise in writing, any assignment by the Contractor of its interest in any part of this agreement or any delegation of its duties shall be void, and permit the City to terminate this agreement without liability for work performed.

Section 7. Ownership, Publication, Reproduction, and Use of Material. Unless the City provides otherwise in writing, all data, documents, and materials that the Contractor produces shall be property of the City, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. This exclusive right does not apply to any materials presently in the public domain or not subject to copyright.

Section 8. Indemnity. 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 agreement. 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.

Section 9. Termination.

This agreement may be terminated for cause immediately or by the City for its convenience upon fifteen (15) days' written notice to the Contractor.

Upon termination and the Contractor's furnishing to the City all finished and unfinished data, documents or other materials prepared under the agreement, the City shall pay the Contractor for all satisfactory work performed before termination.

Section 10. Nonwaiver. Either party failing to enforce a provision of this agreement does not waive the provision or affect the validity of the agreement or a party's right to enforce any provision of the agreement.

Section 11. Jurisdiction and Choice of Law. Any civil action arising from this agreement shall be brought in the trial courts for the Third Judicial District of the State of Alaska at Kenai. The laws of the State of Alaska govern this agreement.

Section 12. Integration. This document and all documents incorporated in it by reference are the entire agreement of the parties and supersede all previous communications, representations or agreements regarding this subject, whether oral or written, between the parties.

CONTRACTOR'S RELEASE AND AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS ("Release")

PROJECT NAME: 2021 FIRE SYSTEMS TESTING, INSPECTION & MONITORING

The undersigned, being first duly sworn, deposes and says:

1. That pursuant to this contract for project_____between the undersigned and the City of Kenai dated _____ the undersigned hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for materials and equipment furnished for all work, labor, and services performed and for all known indebtedness and claims for which the Contractor or the City of Kenai is or may become liable in connection with performance under this contract. The Contractor warrants that he has made diligent search and inquiry to determine the existence of any such claim, debt, or liability and that all such obligations, whether liquidated, unliquidated, or disputed, have been satisfied.

2. The Contractor further certifies he did not extend any loan, gratuity, or gift of money of any form whatsoever to any employee or agent of the City, that he did not rent or purchase any equipment or materials from any employee of the City, nor to the best of his knowledge, from any agent of any employee of the City, and that he has not made any promise to an employee or agent of the City to do or undertake any such action after completion of the subject contract.

3. Pursuant to the above-described contract and in consideration of the final payment in the amount of $_____, the undersigned Contractor hereby releases and discharges the City of Kenai, its officers, agents and employees of and from any and all further claim, debt, charge, demand, liability, or other obligation whatsoever under or arising from said contract, whether known or unknown and whether or not ascertainable at the time of the execution of this instrument. This release is complete, final, binding and irrevocable.

4. The Contractor shall indemnify, defend, save and hold the City, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys fees resulting from Contractor or Contractor's officers, agents, employees, partners, attorneys, suppliers, and subcontractors' performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the City or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the City, its agents, or employees. Contractor and subcontractors shall also not be required to defend or indemnify the City for damage or loss that has been found to be attributed to an independent contractor directly responsible to the City under separate written contract.

CONTRACTOR'S RELEASE AND AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS ("Release")

If any portion of this Release is voided by law or court of competent jurisdiction, the remainder of this Release shall remain in full force and effect.

IN WITNESS WHEREOF, this Release has been executed this__day of _____, 2021.

_____
(Contractor's signature)

Title_____

ACKNOWLEDGMENT

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2021, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, who, having produced satisfactory evidence of identification, and having acknowledged the voluntary and authorized execution of the foregoing instrument for the purposes therein mentioned, executed the above and foregoing instrument.

_____
Notary Public for Alaska

My Commission Expires: _____

(NOTE: In case of a corporation, the attached Certificate of Authority must be completed by a corporate officer other than the one who signs above.)

SAMPLE

Alaska Department of Commerce, Community, and Economic Development
P.O. Box 110806, Juneau, Alaska 99811-0806

ALASKA BUSINESS LICENSE

The licensee named below holds Alaska Business License Number _____
Covering the period of: _____ through _____
Line of Business: _____

COMPANY NAME

ADDRESS

Owner:
NAME OF OWNER

This license shall not be taken as permission to do business in the state without having complied with
The other requirements of the laws of the State of Alaska or of the United States.

Alaska Department of Commerce, Community, and Economic Development
Commissioner: _____

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

SAMPLE

No. _____
Effective: _____
Expires: _____

STATE OF ALASKA

DEPARTMENT OF COMMERCE, COMMUNITY & ECONOMIC DEVELOPMENT
Division of Occupational Licensing

Division of Occupational Licensing

Certifies that

COMPANY NAME

Is a Registered

Specialty

Commissioner: _____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
INSURED	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X	X				EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	X				COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
							Underinsured motorist	$	1,000,000
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000						EACH OCCURRENCE	$	
							AGGREGATE	$	4,000,000
								$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X				X WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: PROJECT NAME

The Certificate Holder is an Additional Insured on General Liability & Automobile policies, but only with respect to work done by or on behalf of the named insured for the project referenced. The Certificate Holder is granted Waiver of Subrogation on the General Liability, Automobile and Workers' Compensation policies as respects the referenced project

CERTIFICATE HOLDER

City of Kenai
Public Works
210 Fidalgo Ave
Kenai, AK 99611

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SPECIFICATIONS

Part 1.0 Overview

It is the intent of the City of Kenai to enter into an agreement with a qualified company for fire systems testing, inspection, and monitoring services. These services are intended to provide for the City to remain in full compliance with local, state, and NFPA regulations for each of our facilities listed within this Invitation to Bid for the duration of the contract.

The resulting agreement is intended to have a five year term, with the monitoring starting on approximately January 1, 2021. Guardian is the current vendor providing Monitoring services through radio communications at all existing facilities. If Contractor elects to utilize their services, agreements shall be in place for January 1, 2021. If Contractor elects to provide a different setup from Guardian then all equipment installation or equipment modification e.g. programming required to monitor the fire alarms must be completed before February 1, 2021. The contractor shall make every effort to coordinate with the current contractor to ensure a smooth transition of service. The City will be pay for a one month extension to Guardian for January to allow time for equipment to be ordered and installed. This is only to allow the Contractor the greatest flexibility in choices on how best to provide this service. The City is satisfied with Guardian's current services however this contract is not intended to be exclusive to only them.

These specifications outlined herein state the minimum acceptable characteristics. Except as noted, the selected contractor shall have total "turn-key" responsibility for ensuring that the status of all alarm systems are reporting consistent with the requirements of these specifications and all applicable fire, electrical, and building codes and standards are met. Any aspect of these specifications, or future addendum, which appears to the vendor to fall outside applicable codes or standards, shall immediately be brought to the attention of the City of Kenai Public Works Department at publicworks@kenai.city.

Part 2.0 Fire System Alarm Monitoring Services

The City of Kenai is seeking fire alarm monitoring services for nine (9) of our facilities listed in Schedule A. The contractor shall be responsible for furnishing, installing, and maintaining all equipment required to monitor the fire alarms. The contractor has the option of using the existing equipment, but will be responsible for its maintenance during the term of the contract at their expense, including total replacement if necessary.

In addition, the contractor is fully responsible for providing, maintaining, and any additional expenses that may be incurred for whichever method of communications (e.g. copper phone line service, internet service, cellular, etc.) they choose. The means and methods of communicating must meet all codes and requirements by those having jurisdiction.

The central station shall be a monitoring facility that is listed by, and operating according to, standards established by Underwriters Laboratories (UL) or equal. The central station must be capable of calling several City of Kenai personnel in addition to the Fire Department dispatch number, depending on the type of alarm. The City of Kenai shall also

be able to request that calls resulting from a known nuisance trouble alarm can be suspended for a defined amount of time while the City troubleshoots the system.

The successful Bidder will be provided with a contact list for each facility for notification purposes as well as procedures on whom to call first, second, third, etc.

Part 3.0 Fire System Alarm Testing and Inspection

Testing and inspections shall be performed annually on each facility indicated within Bid Schedule B. The selected vendor shall provide the required testing of all components of the associated systems and provide full documentation of these tests as outlined within this document and in compliance with local and state code requirements.

All testing and inspection shall be closely coordinated with the City of Kenai, the 911 dispatch center, and the respective facility managers to minimize the disruption to employees and residents. This is especially critical for the senior housing facility Vintage Pointe. The contractor must be flexible with the timing, order, and scheduling of the testing and inspection to allow for the least amount of disruption. A minimum of one week advance notice is required and subject to approval by the City of Kenai before performing any work, testing, or inspection.

A proposed schedule shall be provided by Contractor within 15 days from Notice to Proceed. The City shall respond back with approval and/or modification to schedule requests within 7 days. Delays to accessing facilities resulting from COVID are possible and contractor shall perform what work they can where they can.

Contractor shall provide with their bid a copy of the inspection forms they typically utilize for this type work. An NFPA Form is attached to the Bid Documents as an example of the minimum requirements in documentation the City will accept. The City will accept a Contractors form as long as it provides the necessary information as detailed within the example.

Testing & Inspections shall be performed in compliance with local, state, and NFPA regulations. A full report is due to the City of Kenai within thirty (30) days of the inspection completion, including a list of deficiencies. The contractor shall supply the reports electronically via email as well as a hard copy to the Public Works Director and Fire Marshall.

Testing shall include all annual required tests as well as any NFPA required off year tests, i.e. any testing indicated as once every three years, once every five years. Any and all deficiencies discovered during the testing and inspection shall be documented within the report. Deficiencies shall be listed individually by facility, with Contractors recommend course of action to correct.

The City may elect to have the Contractor make repairs immediately or seek multiple quotes, whichever is in the best interest of the City as determined by the City.

The Contractor in accepting this Work understands that the facilities have a variety of equipment, of different age and manufacture. Contractor shall have the experience and ability to work with this equipment and the expertise to make recommendations to resolve any issues that may arise during the term of this agreement.

Part 4.0 Fire Sprinkler Testing & Inspection

The selected contractor shall be responsible for the testing of automatic sprinkler, suppression and standpipe systems. The contractor shall perform these tests in compliance with the requirements of these specifications and all applicable fire, electrical, and building codes and standards. Currently eight (8) facilities are listed under Bid Schedule C.

Contractor shall evaluate our facilities, inform the City of which Facilities are due for specific inspections. Contractors shall be solely responsible for compliance with all state and local codes or regulations and any requirements of the local authority having jurisdiction. Nothing in this document shall be construed as to supersede or modify these requirements in any way.

Contractor shall document their inspection on an NFPA approved checklist, similar to the attached. Contractors own form may be used as long as it covers all of the same required information.

A full report is due to the City of Kenai within thirty (30) days of the inspection completion, including a list of deficiencies. The contractor shall supply the reports electronically via email as well as a hard copy to the Public Works Director and Fire Marshall.

Testing shall include all annual required tests as well as any NFPA required off year tests, i.e. any testing indicated as once every three years, once every five years. This shall include both wet and dry systems, and include draining of any condensation within dry systems.

Any and all deficiencies discovered during the testing and inspection shall be documented within the report. Deficiencies shall be listed individually by facility, with Contractors recommend course of action to correct.

Part 5.0 Kitchen Hood Testing & Inspection

The City has two facilities with commercial range hoods that will require coordination with the appropriate users. Both of these facilities are indicated on Bid Schedule D. The first is within Brothers Café Restaurant located inside Kenai Municipal Airport, and is operated by a tenant through a lease agreement. The second is within the Senior Center kitchen, which is owned and operated by the City.

Contractor shall thorough inspect and test both hoods for operation in compliance with all code requirements. Contractor shall document in writing the condition assessment for the equipment and make any recommendations for necessary repairs.

Contact information shall be provided to the successful bidder for both tenants.

Part 6.0 Fire Extinguisher Testing, Inspection & Tagging

Bid Schedule E indicates 23 City facilities Contractor shall Inspect, Test and Tag Fire Extinguishers of varying makes, models, and sizes. This list will grow over the five year duration of the agreement, new facilities may be added annually as each new years' Purchase Orders is provided to Contractor. The Kenai Municipal Airport's new Sand Storage Facility schedule for completion in October 2021 as example.

Vendors shall perform annual inspection, testing and recharging of all fire extinguishers. Contractor shall be responsible for providing a new or updated list of all fire extinguishers annually. List shall include the facility, location within the facility, manufacturer, size, year, serial number, date it was last tested, and any pertinent notes including next date of advanced testing e.g. "due for hydro in 2022."

The approximate amount of extinguishers are included in Schedule E. This number is subject to change and does not guarantee work. Actual charges for fire extinguishers will be based on the actual work performed and the list provided by the contractor.

Contractor shall report to Owner any/all deficiencies encountered during this inspection. It is also noted that due to COVID related issues this year, all City facilities are currently behind on the tagging of the extinguishers. The Contractor shall make this inspection a high priority to be completed as soon as possible after a Notice to Proceed has been provided.

Part 7.0 Hourly Rates for Misc. Service

Contractor shall provide hourly contracted rates for appropriate technicians that may be needed to perform additional services as may be requested by Owner. This Work may include corrections of deficiencies indicated within Contractor's Testing & Inspections Reports. Owner, at Owner's discretion, may elect to use the Contractor at the hourly rates as indicated within Bid Schedule F, or Owner may seek additional quotes, whichever Owner deems is in the best interest of the City.

Hourly rates should be inclusive of Overhead & Profit, any materials required to complete the Work shall be paid at actual Contractor's cost by Owner.

The City is including initial provisions for 48 hours of anticipated service each year as indicated on Bid Schedule F. With each new years' Purchase Order release these hours will be included with the PO, and with Owner's approval Contractor may bill against these hours for the completion of identified deficiencies. Owner may also choose to increase this Purchase Order during the year to meet the needs of the City, at Owner's discretion.

END OF SECTION

FIRE ALARM AND EMERGENCY COMMUNICATION SYSTEM INSPECTION AND TESTING FORM

To be completed by the system inspector or tester at the time of the inspection or test.
It shall be permitted to modify this form as needed to provide a more complete and/or clear record.
Insert N/A in all unused lines.
Attach additional sheets, data, or calculations as necessary to provide a complete record.

Date of this inspection or test: _____ Time of inspection or test: _____

1. PROPERTY INFORMATION

Name of property: _____

Address: _____

Description of property: _____

Occupancy type: _____

Name of property representative: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Authority having jurisdiction over this property: _____

Phone: _____ Fax: _____ E-mail: _____

2. INSTALLATION, SERVICE, AND TESTING CONTRACTOR INFORMATION

Service and/or testing organization for this equipment: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Service technician or tester: _____

Qualifications of technician or tester: _____

A contract for test and inspection in accordance with NFPA standards is in effect as of: _____

The contract expires: _____ Contract number: _____ Frequency of tests and inspections: _____

Monitoring organization for this equipment: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Entity to which alarms are retransmitted: _____ Phone: _____

3. TYPE OF SYSTEM OR SERVICE

☐ Fire alarm system (nonvoice)

☐ Fire alarm with in-building fire emergency voice alarm communication system (EVACS)

☐ Mass notification system (MNS)

☐ Combination system, with the following components:

☐ Fire alarm ☐ EVACS ☐ MNS ☐ Two-way, in-building, emergency communication system

☐ Other (specify): _____

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3. TYPE OF SYSTEM OR SERVICE *(continued)*

NFPA 72 edition: _____ Additional description of system(s): _____

3.1 Control Unit

Manufacturer: _____ Model number: _____

3.2 Mass Notification System

☐ This system does not incorporate an MNS.

3.2.1 System Type:

☐ In-building MNS—combination

☐ In-building MNS—stand-alone ☐ Wide-area MNS ☐ Distributed recipient MNS

☐ Other (specify): _____

3.2.2 System Features:

☐ Combination fire alarm/MNS ☐ MNS ACU only ☐ Wide-area MNS to regional national alerting interface

☐ Local operating console (LOC) ☐ Direct recipient MNS (DRMNS) ☐ Wide-area MNS to DRMNS interface

☐ Wide-area MNS to high-power speaker array (HPSA) interface ☐ In-building MNS to wide-area MNS interface

☐ Other (specify): _____

3.3 System Documentation

☐ An owner's manual, a copy of the manufacturer's instructions, a written sequence of operation, and a copy of the record record drawings are stored on site. Location: _____

3.4 System Software

☐ This system does not have alterable site-specific software.

Software revision number: _____ Software last updated on: _____

☐ A copy of the site-specific software is stored on site. Location: _____

4. SYSTEM POWER

4.1 Control Unit

4.1.1 Primary Power

Input voltage of control panel: _____ Control panel amps: _____

4.1.2 Engine-Driven Generator

☐ This system does not have a generator.

Location of generator: _____

Location of fuel storage: _____ Type of fuel: _____

4.1.3 Uninterruptible Power System

☐ This system does not have a UPS.

Equipment powered by a UPS system: _____

Location of UPS system: _____

Calculated capacity of UPS batteries to drive the system components connected to it:

In standby mode (hours): _____ In alarm mode (minutes): _____

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4. SYSTEM POWER *(continued)*

4.1.4 Batteries

Location: _____ Type: _____ Nominal voltage: _____ Amp/hour rating: _____

Calculated capacity of batteries to drive the system:

In standby mode (hours): _____ In alarm mode (minutes): _____

☐ Batteries are marked with date of manufacture.

4.2 In-Building Fire Emergency Voice Alarm Communication System or Mass Notification System

☐ This system does not have an EVACS or MNS.

4.2.1 Primary Power

Input voltage of EVACS or MNS panel: _____ EVACS or MNS panel amps: _____

4.2.2 Engine-Driven Generator

☐ This system does not have a generator.

Location of generator: _____

Location of fuel storage: _____ Type of fuel: _____

4.2.3 Uninterruptible Power System

☐ This system does not have a UPS.

Equipment powered by a UPS system: _____

Location of UPS system: _____

Calculated capacity of UPS batteries to drive the system components connected to it:

In standby mode (hours): _____ In alarm mode (minutes): _____

4.2.4 Batteries

Location: _____ Type: _____ Nominal voltage: _____ Amp/hour rating: _____

Calculated capacity of batteries to drive the system:

In standby mode (hours): _____ In alarm mode (minutes): _____

☐ Batteries are marked with date of manufacture.

4.3 Notification Appliance Power Extender Panels

☐ This system does not have power extender panels.

4.3.1 Primary Power

Input voltage of power extender panel(s): _____ Power extender panel amps: _____

4.3.2 Engine-Driven Generator

☐ This system does not have a generator.

Location of generator: _____

Location of fuel storage: _____ Type of fuel: _____

4.3.3 Uninterruptible Power System

☐ This system does not have a UPS.

Equipment powered by a UPS system: _____

Location of UPS system: _____

Calculated capacity of UPS batteries to drive the system components connected to it:

In standby mode (hours): _____ In alarm mode (minutes): _____

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4. SYSTEM POWER *(continued)*

4.3.4 Batteries

Location: _____ Type: _____ Nominal voltage: _____ Amp/hour rating: _____

Calculated capacity of batteries to drive the system:

In standby mode (hours): _____ In alarm mode (minutes): _____

☐ Batteries are marked with date of manufacture.

5. ANNUNCIATORS

☐ This system does not have annunciators.

5.1 Location and Description of Annunciators

Annunciator 1: _____

Annunciator 2: _____

Annunciator 3: _____

6. NOTIFICATIONS MADE PRIOR TO TESTING

Monitoring organization	Contact:	_____	Time:	_____
Building management	Contact:	_____	Time:	_____
Building occupants	Contact:	_____	Time:	_____
Authority having jurisdiction	Contact:	_____	Time:	_____
Other, if required	Contact:	_____	Time:	_____

7. TESTING RESULTS

7.1 Control Unit and Related Equipment

Description	Visual Inspection	Functional Test	Comments
Control unit	☐	☐	
Lamps/LEDs/LCDs	☐	☐	
Fuses	☐	☐	
Trouble signals	☐	☐	
Disconnect switches	☐	☐	
Ground-fault monitoring	☐	☐	
Supervision	☐	☐	
Local annunciator	☐	☐	
Remote annunciators	☐	☐	
Power extender panels	☐	☐	
Isolation modules	☐	☐	
Other (specify) _____	☐	☐	

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7. TESTING RESULTS *(continued)*

7.2 Control Unit Power Supplies

Description	Visual Inspection	Functional Test	Comments
120-volt power	☐	☐	
Generator or UPS	☐	☐	
Battery condition	☐	☐	
Load voltage	☐	☐	
Discharge test	☐	☐	
Charger test	☐	☐	
Other (specify) _____	☐	☐	

7.3 In-Building Fire Emergency Voice Alarm Communications Equipment

Description	Visual Inspection	Functional Test	Comments
Control unit	☐	☐	
Lamps/LEDs/LCDs	☐	☐	
Fuses	☐	☐	
Primary power supply	☐	☐	
Secondary power supply	☐	☐	
Trouble signals	☐	☐	
Disconnect switches	☐	☐	
Ground-fault monitoring	☐	☐	
Panel supervision	☐	☐	
System performance	☐	☐	
Sound pressure levels Occupied ☐ Yes ☐ No Ambient _____ dBA Alarm _____ dBA (attach report with locations, values, and weather conditions)	☐	☐	
System intelligibility ☐ CSI ☐ STI (attach report with locations, values, and weather conditions)	☐	☐	
Other (specify) _____	☐	☐	

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7. TESTING RESULTS *(continued)*

7.4 Notification Appliance Power Extender Panels

Description	Visual Inspection	Functional Test	Comments
Lamps/LEDs/LCDs	☐	☐	
Fuses	☐	☐	
Primary power supply	☐	☐	
Secondary power supply	☐	☐	
Trouble signals	☐	☐	
Ground-fault monitoring	☐	☐	
Panel supervision	☐	☐	
Other (specify)	☐	☐	

7.5 Mass Notification Equipment

Description	Visual Inspection	Functional Test	Comments
Functional test	☐	☐	
Reset/power down test	☐	☐	
Fuses	☐	☐	
Primary power supply	☐	☐	
UPS power test	☐	☐	
Trouble signals	☐	☐	
Disconnect switches	☐	☐	
Ground-fault monitoring	☐	☐	
CCU security mechanism	☐	☐	
Prerecorded message content	☐	☐	
Prerecorded message activation	☐	☐	
Software backup performed	☐	☐	
Test backup software	☐	☐	
Fire alarm to MNS interface	☐	☐	
MNS to fire alarm interface	☐	☐	
In-building MNS to wide-area MNS	☐	☐	

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7. TESTING RESULTS *(continued)*

7.5 Mass Notification Equipment *(continued)*

Description	Visual Inspection	Functional Test	Comments
MNS to direct recipient MNS	☐	☐	
Sound pressure levels Occupied ☐ Yes ☐ No Ambient _____ dBA Alarm _____ dBA (attach report with locations, values, and weather conditions)	☐	☐	
System intelligibility ☐ CSI ☐ STI (attach report with locations, values, and weather conditions)	☐	☐	
Other (specify)	☐	☐	

7.6 Two-Way Communications Equipment

Description	Visual Inspection	Functional Test	Comments
Phone handsets	☐	☐	
Phone jacks	☐	☐	
Off-hook indicator	☐	☐	
Call-in signal	☐	☐	
System performance	☐	☐	
System audibility	☐	☐	
System intelligibility	☐	☐	
Radio communications enhancement system	☐	☐	
Area of refuge communication system	☐	☐	
Elevator emergency communications system	☐	☐	
Other (specify)	☐	☐	

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7. TESTING RESULTS *(continued)*

7.7 Combination Systems

Description	Visual Inspection	Functional Test	Comments
Fire extinguishing monitoring devices/system	☐	☐	
Carbon monoxide detector/system	☐	☐	
Combination fire/security system	☐	☐	
Other (specify)	☐	☐	

7.8 Special Hazard Systems

Description (specify)	Visual Inspection	Functional Test	Comments
	☐	☐	
	☐	☐	
	☐	☐	

7.9 Emergency Communications System

☐ Visual

☐ Functional

☐ Simulated operation

☐ Ensure predischarge notification appliances of special hazard systems are not overridden by the MNS. See *NFPA 72*, 24.4.1.7.1.

7.10 Monitored Systems

Description (specify)	Visual Inspection	Functional Test	Comments
Engine-driven generator	☐	☐	
Fire pump	☐	☐	
Special suppression systems	☐	☐	
Other (specify)	☐	☐	

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7. TESTING RESULTS *(continued)*

7.11 Auxiliary Functions

Description	Visual Inspection	Functional Test	Comments
Door-releasing devices	☐	☐	
Fan shutdown	☐	☐	
Smoke management/smoke control	☐	☐	
Smoke damper operation	☐	☐	
Smoke shutter release	☐	☐	
Door unlocking	☐	☐	
Elevator recall	☐	☐	
Elevator shunt trip	☐	☐	
MNS override of FA signals	☐	☐	
Other (specify)	☐	☐	

7.12 Alarm Initiating Device

☐ Device test results sheet attached listing all devices tested and the results of the testing

7.13 Supervisory Alarm Initiating Device

☐ Device test results sheet attached listing all devices tested and the results of the testing

7.14 Alarm Notification Appliances

☐ Appliance test results sheet attached listing all appliances tested and the results of the testing

7.15 Supervisory Station Monitoring

Description	Yes	No	Time	Comments
Alarm signal	☐	☐		
Alarm restoration	☐	☐		
Trouble signal	☐	☐		
Trouble restoration	☐	☐		
Supervisory signal	☐	☐		
Supervisory restoration	☐	☐		

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8. NOTIFICATIONS THAT TESTING IS COMPLETE

Monitoring organization	Contact:	_____	Time:	_____
Building management	Contact:	_____	Time:	_____
Building occupants	Contact:	_____	Time:	_____
Authority having jurisdiction	Contact:	_____	Time:	_____
Other, if required	Contact:	_____	Time:	_____

9. SYSTEM RESTORED TO NORMAL OPERATION

Date: _____ Time: _____

10. CERTIFICATION

10.1 Inspector Certification:

This system, as specified herein, has been inspected and tested according to all NFPA standards cited herein.

Signed: _____ Printed name: _____ Date: _____

Organization: _____ Title: _____ Phone: _____

10.2 Acceptance by Owner or Owner's Representative:

The undersigned has a service contract for this system in effect as of the date shown below.

Signed: _____ Printed name: _____ Date: _____

Organization: _____ Title: _____ Phone: _____

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DEVICE TEST RESULTS

(Attach additional sheets if required)

Device Type	Address	Location	Test Results

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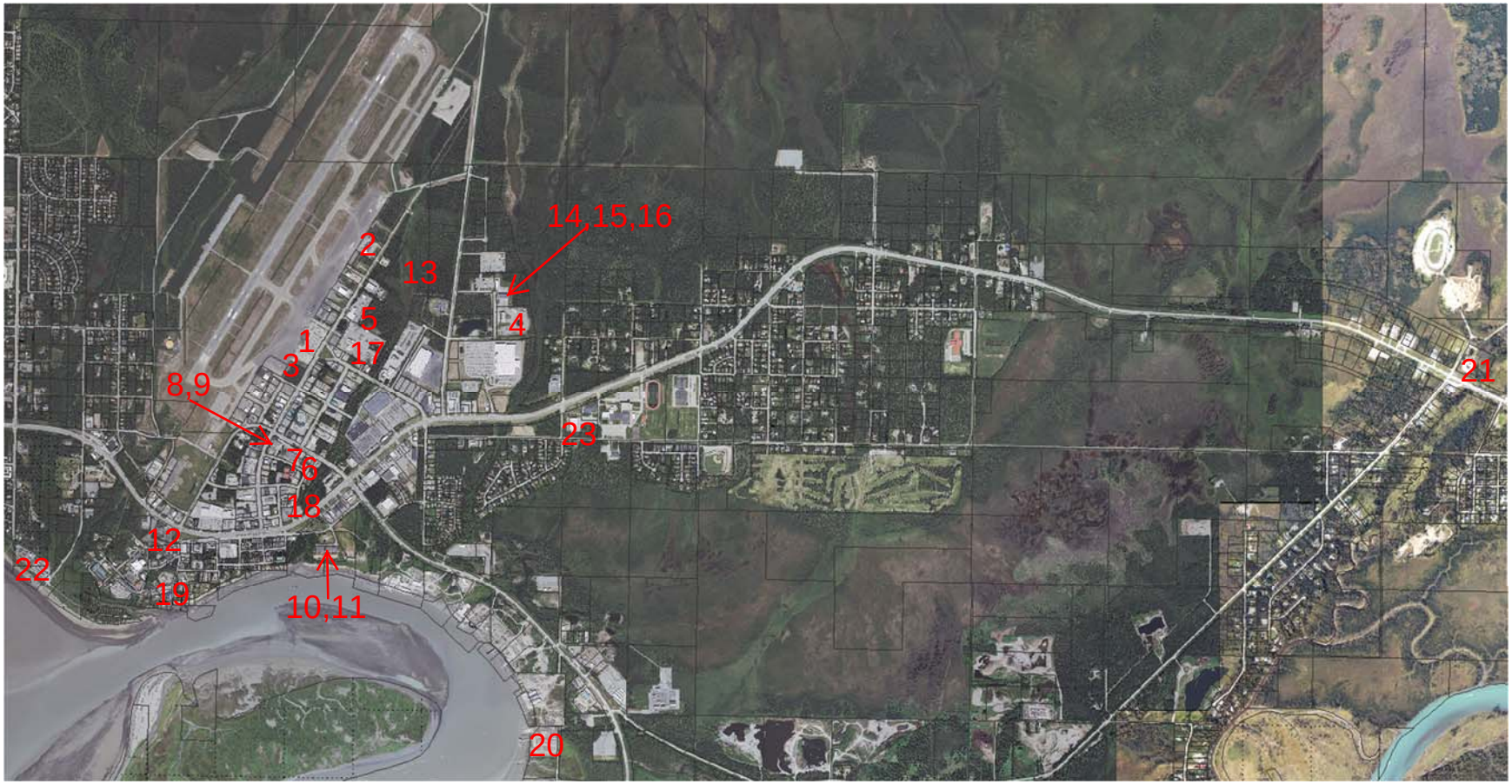

Map Legend:

1 AP Terminal
2 AP Operations
3 AP Generator Building
4 AP Beacon / Alaska Regional Fire Training
5 Flight Services
6 Library
7 City Hall
8 Police Department
9 Fire Department
10 Senior Center
11 Vintage Pointe
12 Visitors Center
13 Animal Control
14 Vehicle Maintenance Shop
15 Building Maintenance
16 Streets Department
17 Parks & Rec
18 Rec Center
19 Fine Arts Center
20 City Dock
21 Water Treatment Plant
22 WasteWater Treatment Plant
23 Multi-Purpose Facility Ice Rink

City of Kenai Facility Street Addresses

1) AP Terminal: 305 North Willow St.
2) AP Operations: 515 North Willow St.
3) AP Generator Building: 305 North Willow St.
4) AP Beacon / Alaska Regional Fire Training: 450 Daubenspeck Circle
5) Flight Services (FAA): 470 North Willow St.
6) Library: 163 Main St. Loop
7) City Hall: 210 Fidalgo Ave
8) Police Department: 107 South Willow St.
9) Fire Department: 105 South Willow St.
10) Senior Center: 361 Senior Ct.
11) Vintage Pointe: 381 Senior Ct.
12) Visitors Center: 11471 Kenai Spur Highway
13) Animal Control: 510 North Willow St.
14) Vehicle Maintenance Shop: 550 Daubenspeck Circle Bldg A
15) Building Maintenance: 550 Daubenspeck Circle Bldg B
16) Streets Department: 550 Daubenspeck Circle Bldg B
17) Parks & Rec: 332 Airport Way
18) Rec Center: 227 Caviar St.
19) Fine Arts Center: 816 Cook Ave.
20) City Dock: 1591 Boat Launch Rd.
21) Water Treatment Plant: 420 Shotgun Dr.
22) WasteWater Treatment Plant: 600 South Spruce St.
23) Multi-Purpose Facility Ice Rink