



REQUEST FOR BID

**City of Ketchikan d/b/a Ketchikan Public Utilities
APC/UPS Power Plant System
Contract No. 12-52**

The City of Ketchikan d/b/a Ketchikan Public Utilities (KPU) is seeking BIDS from a qualified manufacturer to provide a fully configured Vendor Specific APC/UPS Power Plant System. Copy (ies) of the sealed Bids must be received by **02:00 pm Friday, November 9th, 2012** at the office of the City Clerk, 334 Front Street, Ketchikan, AK 99901. Request for Bids are available from the Telecommunications Division Manager, 2970 Tongass Avenue, Ketchikan, Alaska 99901, by email to Danielle Marcano at daniellem@city.ketchikan.ak.us **as well as** on the City of Ketchikan Web Page (www.city.ketchikan.ak.us). There will be no charge for the Bid documents. Inquiries about this project should be made to Rodney Grissom, Network Operations & Engineering Manager, at (907) 228-5404 or via email at rodnevg@city.ketchikan.ak.us.

The City of Ketchikan d/b/a Ketchikan Public Utilities reserves the right to reject any or all bids and to waive any informality or technicality in the interest of the City. Disadvantaged, minority and women's business enterprises are encouraged to respond.

City of Ketchikan

/s/ _____
Karl R. Amylon
City Manager
334 Front Street
Ketchikan, Alaska 99901

Ketchikan Public Utilities, Ketchikan, Alaska
Request for Bid
And
Statements of Qualifications
APC/UPS Power Plant System
Contract Number: 12-52

STATEMENTS OF QUALIFICATIONS

INTRODUCTION

Ketchikan Public Utilities Telecommunications Division is soliciting bid Bids for a Vendor Specific APC/UPS Power Plant System for the KPU Telecommunications Division main Central Office located in Ketchikan, Alaska. This system will migrate the existing AC Inverter System off of our -48 VDC power plant system. APC Design Document – ISX0000934496-0012.

INVITATION

Qualified manufacturers, distributors, and dealers of telephone central office power distribution equipment are invited to submit a *Statement of Qualifications and Bid* for APC/UPS Power Plant System, material supply, and installation (EF&I) services. Information about the selection process and instructions for the preparing and submitting of Bids is detailed below.

SELECTION PROCESS

Selection and execution of any agreement for services will be accomplished in accordance with KPU policies and procedures.

1. Submittals will be reviewed and evaluated by the KPU Telecommunications Division, KPU Engineering Manager, representatives of the City Council, and staff of the KPU General Manager's Office, KPU/Public Works Engineering Department and Finance Department.
2. Basis of award will be the Bid that is most advantageous to KPU with respect to price and/or delivery time. The bidder must bid all items on the materials list. The City of Ketchikan reserves the right to reject any or all Bids and to waive any informality or technicality in the interest of the KPU. KPU intends to award a contract, subject to negotiation of a satisfactory sales agreement based upon KPU's standard Bid contract form, to the Seller that in the City Council's sole judgment, is best suited to provide the APC/UPS Power Plant & Cabling Structure Addition.

INSTRUCTION FOR RESPONDING SELLERS

1. Review this document and become familiar with its contents. Incomplete or incorrect responses or Bids may be discounted or disqualified.
2. A proposed Scope of System Requirements is attached hereto. All responses must be specific and directly related to the proposed Scope.
3. Respondents must respond to all items and include any additional material required by this Request for Bids and Statement of Qualifications.

4. KPU shall not be liable for any cost incurred by any Seller in response to this solicitation.
5. KPU expressly reserves the right to reject any and all Bids and to not award a contract, if the City Council determines, in its sole judgment that such action is in KPU's best interest.

SUBMITTALS

Sealed Bids will be received in the Office of the City Clerk, City of Ketchikan, 334 Front Street, Ketchikan, Alaska 99901 (via electronically and/or hard copy), until **02:00 pm Friday, November 9th, 2012**. All potential bidders should be aware that Alaska is considered a "remote location" by express carriers. FedEx, UPS, and similar carriers **do not** guarantee overnight delivery. All bids should be sent **at least (2) two full business days** before the due date if being sent via the above referenced carriers.

1. To be considered, respondents must deliver submittals to the address stated herein on or before the deadline:

- a. **Electronically:** Through the City of Ketchikan website www.city.ketchikan.ak.us, click on the link at the top of the page labeled "Current Bids" to begin the Electronic Bid Process. You will be required to register with the site to complete the submission.

AND/OR

- b. **Hard Copies By Mail:** Three (3) sealed Bids to City Clerk, City of Ketchikan, 334 Front Street, Ketchikan, Alaska 99901. Mark submittals as **"APC/UPS Power Plant System"**

SCOPE OF PRODUCT TO BE PROVIDED

KPU is seeking qualified vendors to provide complete engineering, material supply, and installation (EF&I) services for a redundant power, APC 50-100KVA UPS Power Plant, Cabling Structuring and Equipment Server Racks at our main Central Office location in Ketchikan, Alaska. Design requirements must follow the following: APC Design Document – ISX0000934496-0012. The purpose of this system is to allow for the removal of the AC Inverter system off of our existing -48 VDC power plant; this will also provide cleaner power to our data center. Services of the Seller shall include, but not necessarily be limited to, those described in the Plans and Specifications included herewith.

BID CONTENT

Interested Sellers wishing to offer their equipment and services for the APC/UPS Power Plant System project should submit Bid and Statements of Qualifications to KPU. The Bid must contain the following information:

1. A discussion of the Scope of Equipment to be Provided that outlines the respondent's perception of the Project's key objectives and scope. It is recommended that the Seller insert their answers or comments under each element or subsection of the Scope of Service. **Please request an electronic version of this RFB and use a different type style or bold your answers or comments.** The Seller must confirm that proposed equipment provides the stipulated functionality; if it does not, clearly indicate that fact.
2. The Seller should include a narrative that discusses important aspects of the proposed equipment, software, and training that may not be adequately addressed under the Scope of Equipment to be provided. Please be as comprehensive as possible.
3. The Seller should also include a narrative that discusses the coordination of the installation of the APC/UPS Power Plant System with as built drawings. APC Design Document – ISX0000934496-0012.
4. The Seller should further include a narrative that discusses warranties offered on the equipment and installation.
5. The Seller should include a narrative of the EF&I services to be performed. These services must include physical installation of the purchased equipment to Owner specification at the stated Owner location.
6. A narrative should also be included that discusses methodology of shipment of all APC/UPS Power Plant System. Sellers need to be mindful of the fact that Ketchikan can only be reached by air or barge. Shipping options should be explored to ensure a reasonable cost endeavor. **Shipping costs are to be included in the Seller's not-to-exceed price.**
7. A management plan that describes the organization and management processes of the Seller(s) involved and a specific outline of the structure of the proposed project staff must be included. The plan should answer the questions:
 - a. Who will have overall responsibility for the Project?
 - b. Who will oversee daily operations?

- c. What is the location of office (by City and State) and/or facilities where specific personnel will be located?

If applicable, Joint Bids will be considered; however, such Bids must be well coordinated and must show evidence that previous working relationships existed. Furthermore, for the purposes of establishing and maintaining clear lines of authority and responsibility between KPU and the consultant Seller, KPU intends to contract only with a single legal entity. Therefore, KPU recommends that interested Sellers structure joint Bids accordingly.

7. Provide a list, in the form shown in **Attachment II**, of the staff proposed for this Project.
8. Attach information concerning the qualifications and experience of each key individual included in the Project team and listed as required by Item 2 above. Describe each individual's educational, managerial and substantive experience relevant to the Project.
9. Attach material or information that demonstrates that the respondent and/or proposed Seller(s) have adequate qualifications and experience with providing the integration of hardware, software and services required. In particular, provide illustrative examples of the respondent's capabilities and experience in similar design efforts, and include all recent and relevant experience. Project summaries should be brief, however they should nevertheless emphasize the relevance of past project experience to the Project. Such summaries should identify a contact person, giving name, phone number and address and describing the services, the dates involved and cost of similar projects. See Plans and Specifications section of this Request for Bids.
10. A short summary of the respondent Seller's corporate experience in projects similar to the subject Project.
11. A narrative discussion and/or materials that show reasons why the Seller(s) submitting a Bid is especially qualified to undertake the Project. Information provided should include, but not be limited to, such data as:
 - a. Specialized staff available.
 - b. Any awards or recognition received by a Seller or individuals within a Seller for similar service or excellence of hardware.
 - c. Special approaches or concepts developed by the Seller(s) relevant to the required services.

Information provided in response to this criterion should be supplementary to that included for specific response to other criteria.

12. A Project work plan including a listing of all major activities. The work plan should also identify staff person(s) responsible for each major activity, number of staff hours estimated and proposed time schedule required to complete each activity and overall Project.

13. The contract for services requested by this RFB shall be administered using procurement regulations of the City of Ketchikan including Standard Provisions as referenced herein.
14. A statement of a Seller, fixed, not-to-exceed price for all APC/UPS Power Plant System, material supply, and installation (EF&I) services is required. **This price should not exceed the budgeted amount of \$106,250. (One Hundred and Six Thousand, Two-Hundred and Fifty Dollars).** This price will be broken down into line items. A separate bid amount will be required for maintenance as it is not included into the total. Installation itemized prices may or may not be included as part of the overall contract award if the Seller is chosen. Also, a list all license fees and annual support and maintenance costs should be separately scheduled. These cost breakdowns and estimates should be submitted with **Attachment III** of this RFB.
15. Sign and submit **Attachment IV** certifying that if selected you will sign the standard City of Ketchikan d/b/a KPU's Standard Contract. If applicable, software licenses are subject to negotiation between affected parties.

ADDITIONAL INFORMATION

For further information regarding the Request for Bids and Statement of Qualifications or for specific questions regarding KPU's telephone and Internet systems, as well as requests for Network Drawings, please contact Rodney Grissom, Network Operations & Engineering Manager at (907) 228-5404 or via email at rodneyg@city.ketchikan.ak.us. To obtain an electronic copy of the Bid documents, please visit the City of Ketchikan Website at www.city.ketchikan.ak.us and by clicking on 'Current Bids' located at the top of the page. Electronic documents are also available by contacting Danielle Marcano, KPU Telecommunication Administrative Assistant, at (907) 228-5421 or email the request to daniellem@city.ketchikan.ak.us.

HOW TO PROCEED

- 1 Companies submitting Bids should obtain an electronic copy of the BID documents.
- 2 Responses to all KPU questions and stipulations of hardware or software capabilities should be notated under each question or KPU stipulation using a different type style and blue lettering to facilitate review by KPU management personnel.

COMPANY INFORMATION

Please provide background and management information on the Seller's company, to include names and titles of company management, as well as the date when the Seller's company or switching division was created and/or incorporated.

- 1 Where is the Seller's corporate headquarters located? Please include physical address information, main telephone number, and URL.
- 2 Please provide the name, phone number and email address of the person responding to this RFB for the purposes of questions, clarifications or other requests we may have in regard to the information contained in the Seller's response.

- 3 Is the Seller a public corporation, private corporation or venture funded? Please provide Stock Market symbol, names of Investment Companies, amount invested, etc. Briefly describe the financial history of the Seller.
- 4 How many employees does the Seller currently employ? How many in R&D, Engineering? Where are these employees located? How many in sales, customer service? How many in technical support? Is the Seller US-based, and if not, where is the parent company located?
- 5 Please provide a reference list of at least 10 customers that have PURCHASED the Seller's Battery Plant equipment and have it installed and running in a revenue-generating environment. Provide company names, contact names, phone numbers, email addresses, etc. of individuals KPU may contact.
- 6 How many current APC/UPS Power Plant System customers does the Seller have as of the date of response to this RFB?

Evaluation Criteria

Seller Evaluation

It is the Seller's responsibility to provide all the necessary information in their Bid so that they may be evaluated using the criteria contained in these Plans and Specifications. The evaluation of the Seller will include, but is not limited to the following criteria.

- Price
- Warranty
- Maintenance Programs
- Seller's previous experience in the manufacture, setup and installation of other similar systems
- Seller's available service and support
- Qualifications of staff to be assigned to the project
- Seller's financial stability to supply, install, and support system
- Financial stability of Seller
- Reputation of Seller

Bid Evaluation

The evaluation of the Seller's Bid will include the following criteria:

1. Overall cost of equipment including warranty, installation, training, and shipping.
2. Compliance with the elements outlined in the technical requirements section of this Bid.

KETCHIKAN PUBLIC UTILITIES
Battery Plant Augmentation

Plans and Specifications

Ketchikan Public Utilities

APC/UPS Power Plant System

(Contract 12-52)

IMPORTANT: Responses to all KPU statements, questions and stipulations of hardware or software capabilities or sales agreement/contract stipulations should be notated under each question, requirement, or KPU stipulation using a different type style and blue lettering to facilitate review by KPU management personnel.

Seller's Response

Acceptable Point-by-Point Responses

For ease of evaluation of the Seller's Bid, KPU Telecommunications request that the Seller provided point-by-point response to the questions, statements, and requirements / stipulations and to each point within Plans and Specifications using one of the following acceptable response options.

- **COMPLIANT**
- **PARTIALLY COMPLIANT (follow with explanation)**
- **NON-COMPLIANT**
- **READ AND UNDERSTOOD**

The Seller's point-by-point response and other pertinent data shall follow:

GENERAL PROJECT REQUIREMENTS

System Overview

Ketchikan Public Utilities Telecommunications Division is soliciting bid Bids from Vendors to provide fully configured APC/UPS Power Plant System, material supply, and installation (EF&I) services for our main Central Office location in Ketchikan, Alaska. These Plans and Specifications reference Ketchikan Public Utilities Telecommunications Division as the Owner and the Vendor as the Seller.

This document contains the Power Plant Specifications. It is intended that this project will be a complete solution, whereby all materials, integration, provisioning, and testing shall be made under contract with the selected Seller. Further, the selected Seller agrees to work in conjunction with other Vendors who have been awarded other project elements to provide a fully operational system.

Project Contacts

Below is a list comprised of people who have been given the task of completing this project by the Owner. It is intended that all information concerning this project pass through one of those listed below.

Primary:

Rodney Grissom

E-mail: rodneyg@city.ketchikan.ak.us

Phone: (907) 228-5404

Dates of Importance

Bid Due Date:	November 9 th , 2012 (02:00 pm)
Final Question Submittal:	7 working days prior to Bid Due Date.
Delivery of Proposed Equipment:	30 days
Installation, Test, Turn-up, and Final Acceptance:	Minimum of 30 days from delivery.
Burn in Date:	2 week(s) prior to Final Acceptance.

Financing Overview

This project is Owner financed; however, it is critical that the pricing structure as stipulated in this RFB be followed exactly. All KPU contract terms and conditions shall be followed by the Seller. The Owner will act as the administrator to the contract.

Contract Precedence

The Seller shall note that if supplemental agreements are included as part of the Seller's Bid, the governing City of Ketchikan / KPU purchasing code or regulations takes precedence over any contradicting or less restrictive requirements.

Per the KPU contract terms and conditions, the Seller shall be responsible for engineering, furnishing, delivering, etc., the product as part of the specifications and general requirements. Therefore, the Seller shall be responsible for all shipping charges and all risks incurred during transportation, installation and commissioning until transfer of possession and control.

Representations

The Sellers Bid and representations therein contained shall be incorporated into the final sales agreement/contract by reference or exhibit. Other post-submittal-date written clarifications and augmentations to seller's Bid will be subject to inclusion into a sales agreement/contract by reference or exhibits. **Seller must specifically acknowledge acceptance of this requirement.**

Installation Overview

The Owner desires a complete solution, whereby all materials, integration, provisioning, and testing shall be made under contract with the selected Seller. Further, the selected Seller agrees to work in conjunction with other Vendors who have been awarded other project elements to provide a fully operational system.

Bid Submission

The Seller shall submit their Bid to the primary project contact listed herein no later than 02:00 PM (Alaska Standard Time) on the date as specified in the section entitled "Dates of Importance". The Seller shall submit one (1) copy of their Bid if submitting electronically through the City of Ketchikan website (www.city.ketchikan.ak.us) or three (3) original copies of their Bid in hard covered binders (if hardcopies being sent via mail).

Deviations to these requirements will be considered cause for immediate disqualification of the Seller's Bid from further consideration at the Owner's discretion.

Bid Requirements

The Seller's Bid response for this RFB shall include the following items:

- Point-by-point response.
- Complete equipment list with part numbers and itemized pricing.
- Complete narrative on the equipment capabilities, specifically addressing each of the items identified.
- Work breakdown schedule (WBS) indicating man-hours of labor required and critical path elements that may impact the timely completion of the project.
- The Seller may wish to include any additional information regarding the equipment being proposed.

At a minimum, the Seller shall enclose enough information to verify that the proposed equipment meets the requirements of these Plans and Specifications.

Bid Layout

The Seller's Bid shall include all of the information listed below. It is preferred that the Seller's Bid be organized in the following manner:

- Cover Letter
- Executive Summary
 - *Signed Equipment Contracts*
- Original RFB
- Point-by-Point Response
- Required Documentation (*if necessary*)
 - *Network Drawings (Detailed drawings must show all interconnections for evaluations purposes)*
 - *Release Roadmaps*
 - *Etc.*
- Project Pricing
 - *Each component or item (hardware or software) shall be listed and priced individually*
 - *Any discounts from list price must be applied to each line item of equipment in the Bid (Please no aggregated discounts)*
 - *Spare parts shall be listed separately at prices not to exceed the unit pricing of equivalent parts listed in the base Bid*
- Support Documentation

In addition, the Seller shall provide supporting explanations or additional information as required. Any requirements in these Plans and Specifications not generally available on the **Bid due date** shall be listed as NON-COMPLIANT. If the Seller intends to release the functionality in the future, the Seller may provide the scheduled release date and discuss circumstances in detail. The Seller may provide an interim solution to meet the requirements of these Plans and Specifications on a temporary or permanent basis and note as such in their response. The

Seller shall list additional costs incurred by the Owner for the interim solution. If an interim solution is proposed, the Seller shall state the capabilities of this solution in their Bid.

Project Budget

The total amount budgeted for this project is **One Hundred Six Thousand Two-Hundred and Fifty Dollars (\$106,250.00)**. All Bids should not exceed this amount. In evaluating Bids, KPU may consider options to be purchased at a future date which are outside the scope of this RFB and do not meet this budgetary requirement if these options provide significant value. Support contract does not need to be included in amount, include in bid response.

Project Completion

The Seller shall provide the project completion date, in calendar days after award of the contract. Project completion is defined as the time when the Seller has delivered, installed, fully tested and turned up the equipment being supplied under this contract. The Owner prefers that the equipment be delivered in the number of days, as specified in the section titled "Dates of Importance", upon acceptance of the Bid. The Owner also wishes that the Installation, test, turn-up, and final acceptance of the proposed equipment take place within the number of days, also specified in the Dates of Importance section. The Owner's timeline is critical to this project, thus if the Seller is in breach of the Contract, liquidated damages may be pursued by the Owner.

Constant Bid Price

The Seller's pricing levels on hardware/software contained in any amendments to this contract shall not be greater than the pricing levels in their original Bid. In addition, the Seller's pricing shall not be greater than the price levels contained in their Bid for any hardware/software purchases within two (2) years from the date of contract closeout.

Acceptable Equipment

The Plans and Specifications are performance based, thereby allowing each potential Seller the maximum opportunity to Bid the most cost effective solution possible which meets the overall performance criteria required for the system.

The items specified in these Plans and Specification shall be furnished and installed by the Seller with the capabilities and quantities as stated in this specification. If the proposed equipment or solution is not capable of meeting a specification or quantity, it should be clearly stated in the **point-by-point** response. All equipment furnished shall be new. No used or refurbished equipment will be accepted.

Burn in for Equipment

The Seller shall allow the installed equipment to "burn-in" for a period of time listed in the "Dates of Importance". The duration of the "burn-in" period may be reduced at the Owner's discretion.

Final Acceptance

Prior to final acceptance, the Seller must test and turn up their equipment. Then the Seller must demonstrate to the Owner and the Owner's Representative full and complete compliance with all requirements in these Plans and Specifications. The Seller shall install, connect, and certify operation of all equipment as part of this Contract. The Owner reserves the right to withhold final payment until the Seller meets all requirements of the specifications to the Project Manager's satisfaction. Final acceptance criteria will be defined in detail with chosen vendor prior to bid award. If components of the Seller's system do not meet the Plans and Specifications, the Project Managers will provide a letter addressing the deficient components or

installation of the project to the Seller. Upon the Seller's completion or correction of these items, the Project Manager shall authorize final payment to the Seller.

Warranty

A twelve-month minimum warranty that encompasses parts, labor, and two-way shipping is required for all hardware and related software.

The Seller shall provide a copy of the manufacturer's standard warranty on all proposed equipment for use in evaluating the Bid. In addition to the standard warranty, the Seller shall include, as a separate line item in their Bid, the associated costs of a 24-hour parts replacement service and 24-hour, 7-day telephone technical support. Seller shall provide detailed pricing for future Support Agreement.

Coordination

The Seller shall make every reasonable effort to coordinate with the Owner, Project Managers, Administrative Contact, other contractors, and subcontractors involved with this project. The Seller shall notify the Primary Project Manager of any difficulties encountered in the overall project installation and turn up. The Seller shall not recommend design changes or modifications to any party other than the Primary Project Manager.

The Seller shall assume full responsibility for the equipment and installation specified in this Bid. The Seller may utilize subcontractor(s), but fulfilling the project requirements remains the Seller's responsibility.

Site Visits

Sellers are encouraged to make an on-site visit to verify the specific site details. Each site will be available for the Seller to inspect between 9:00 AM to 4:00 PM, **Monday thru Friday (excluding normally observed holidays)**. If a Seller wishes to make a site visit, they shall make arrangements with the Owner.

Seller Questions

Any Seller with questions or desiring clarifications on the technical requirements and content of these Plans and Specifications shall submit these questions in writing to the primary project contact, Rodney Grissom, Network Operations & Engineering Manager and Danielle Marcano, Administrative Assistant. Acceptable formats for question submission shall include Fax, Email and Letter. The project contact will compile these questions and periodically distribute summaries of the submitted questions to all Sellers under consideration for this project. The summaries distributed to the Sellers will be done via email. The final date for submitted questions shall be seven (7) working days before the Bid due date. Any technical changes to the plans and specifications influenced by the Seller's questions will be incorporated into the final contract documents.

Definitions

Every effort has been made to use industry standard terminology throughout this Bid document, but the prospective Seller is advised that not all manufacturers adhere to this practice. It is the responsibility of the Seller to request clarification of terms, if any questions arise. Likewise, the Seller should define terms that may be unclear in their Bid.

RUS Department of Agriculture – Rural Utilities Service

SDV Switched Digital Video

Shall	The term “shall” means a requirement
Seller	Defined as the entity submitting a Bid to perform the requirements of the plans and specifications.
Supplier	Shall be equivalent to Seller .
Contractor	Defined as the entity awarded the contract to perform work. After the award of the contract, the terms
Firm, Seller, Vendor and Supplier shall be construed as Contractor .	
Subcontractor	Any entity that the Contractor may contract with to provide a portion of the specified services or products.
Owner	Defined as “Ketchikan Public Utilities”
Project Manager	Defined as the Ketchikan Public Utilities
Vendor	Shall be equivalent to Seller .
KPU	Ketchikan Public Utilities
Seller	Shall mean any entity submitting a Bid to perform the requirements of the Plans and Specifications.
Supplier	Shall be equivalent to Seller
Vendor	Shall be equivalent to Seller
Bid	Request For Bid

Background

Ketchikan Public Utilities Telecommunications Division is soliciting bid Bids for a Vendor Specific APC/UPS Power Plant System for the KPU Telecommunications Division main Central Office located in Ketchikan, Alaska. This system will migrate the existing AC Inverter System off of our -48 VDC power plant system. APC Design Document – ISX0000934496-0012. The design of the system should take into consideration the remote location and the potential for major seismic activity in the Ketchikan area.

Current Network

The KPU network consists of one Main Central Office, which also acts as the primary Internet gateway and video head-end and seven remote Central Offices which serve as access hubs for an existing ADSL and FTTH deployment. Each office serves between 500 and 3000 subscribers with a total line count of around 8000. KPU also offers a wide array of traditional telephone and data services including POTS, dedicated T1 access, metro Ethernet services, and Dedicated Internet Access as well as hosted VoIP Centrex services.

TECHNICAL REQUIREMENTS

The proposed solution must clearly outline the following five elements: General, UPS Bay, Battery Cabinet, Network Bay & Rack Layout, Bus-work and cabling, and Management and Control (MCS) as outlined below. Design requirements must follow the following: APC Design Document – ISX0000934496-0012.

1. General Site Requirements

- 1.1. The UPS Power plant output is a nominal –120VAC 60HZ 50KW system with a proposed load of 481 AMPS. The proposed system must be expandable 100KW load.
- 1.2. The input to the system is three-phase 208 VAC 60HZ.
- 1.3. All batteries, enclosures, racks, bus-work, and equipment must conform to installation requirements for Seismic Zone 4.
- 1.4. All work must meet applicable Telcordia standards for Data Center power distribution.

2. UPS Requirements

- 2.1. Output Voltage – 120V.
- 2.2. Voltage – 3 Phase 60 HZ.
- 2.3. Load Capacity – 100 kVA.
- 2.4. Input Mains - Dual.
- 2.5. Frequency – Transformers PDU: 40-70 Hz, PDU with Transformer: 57-63 Hz.
- 2.6. Grid System – 3 Phases, Neutral, Ground.
- 2.7. Voltage Range – 177-239 V.
- 2.8. Frequency Range – 40-70 Hz
- 2.9. PF - >0.99% @ >25% load
- 2.10. I thd (full load) - <5%
- 2.11. Nominal input current – 302 A @ 208 V
- 2.12. Maximum input current (Nominal Vin, 10% charging batteries) – 332 A
- 2.13. Input current limit – 360 A
- 2.14. Protection – Backfeed Contractor
- 2.15. Grid System - 3 Phases, Neutral, Ground.
- 2.16. V Nominal – 208 V

- 2.17. V range - +/-10%
- 2.18. Frequency (nominal) 50/60 Hz
- 2.19. Frequency (range) +/-0.1 Hz, +/- 3 Hz, +/- 10 Hz (user selectable)
- 2.20. Nominal input current – 287 A @ 208 V
- 2.21. Maximum overload input current – 347 A
- 2.22. Power Rating – 50KW-100KW
- 2.23. Grid System – 3 Phases, Neutral, Ground.
- 2.24. V Nominal – 208L-L
- 2.25. Nominal Output Current – 278 A @ 208 V
- 2.26. Maximum Batter Operation Time – Unlimited
- 2.27. Frequency Regulation – 50/60 Hz bypass synchronized, 50/60 Hz +/-0.1% free running
- 2.28. Sync. Slew Rate – Programmable to 0.25,0.5,1,2,4,6 Hz/sec
- 2.29. Overload – 150% for 30 seconds
- 2.30. V thd - <2% @ 100% resistive load, <6.5% @ 100% SMPS load
- 2.31. Load Pf – from 0.5 leading to 0.5 lagging without any derating
- 2.32. 10KW power modules – 1-10
- 2.33. Battery modules – 1-9
- 2.34. Power distribution modules – 1-24
- 2.35. UL1778 second edition, FCC Part 15, CE

3. Monitoring and Control System (MCS)

3.1. A monitoring and control system must be provided that provides real-time and historical load and voltage information across components of the system.

3.2. The MCS should provide multiple interfaces:

3.2.1. Local control panel

3.2.2. Remote control and monitoring

3.2.2.1. IP over Ethernet with HTTP, SNMP, Telnet, or SSH support. Describe these capabilities and methods used to secure management of the system.

3.2.2.2. Management and control software to operate the system. APIs should be provided to send alarms to and allow control from third-party systems.

3.2.2.3. Alarm interfaces

3.2.3. Describe any additional or optional capabilities of the MCS system.

Vendor Specific Parts List

American Power Conversion	SYBT9-B4	Battery Module for 400V Symmetra PX 48/96/160KW	2	EA
American Power Conversion	SY50K100F	PX 50kW Scalable to 100kW, 208V with Startup	1	EA
American Power Conversion	PDPM100F-M	100kW Modular Power Distribution Unit, 208V	1	EA
American Power Conversion	PDM3520L2120-320	Power Distribution 320cm	2	EA
American Power Conversion	PDM3520L2120-380	Power Distribution 380cm	2	EA
American Power Conversion	PDM3520L2120-440	Power Distribution 440cm	2	EA
American Power Conversion	PDM3520L2120-560	Power Distribution 560cm	2	EA
American Power Conversion	PDM3520L2120-620	Power Distribution 620cm	4	EA
American Power Conversion	PDM3520L2120-680	Power Distribution 680cm	4	EA
American Power Conversion	PDM3520L2120-740	Power Distribution 740cm	2	EA
American Power Conversion	SYPM10KF	Symmetra PX 10kW Power Module, 208V	1	EA
American Power Conversion	NBRK0201	NetBotz Rack Monitor 200	2	EA
American Power Conversion	NBPD0150	NetBotz Rack Sensor Pod 150	3	EA
American Power Conversion	AP9335T	APC Temperature Sensor	18	EA
American Power Conversion	AP9335TH	APC Temperature & Humidity Sensor	4	EA
American Power Conversion	AR3100	NetShelter SX 42U 600mm Wide x 1070mm Deep	8	EA
American Power Conversion	AR3150	NetShelter SX 42U 750mm Wide x 1070mm Deep	1	EA
American Power Conversion	AP7862	Rack PDU, Metered, Zero U, 5.7kW, 120V, (42)5-20	18	EA
American Power	AR8164ABLK	Cable Ladder 6 (15cm)	1	EA

Conversion		Wide w/Ladder Attachment"		
American Power Conversion	AR8165ABLK	Cable Ladder 12 (30cm) Wide w/Ladder Attachment"	1	EA
American Power Conversion	AR8177BLK	Cable Ladder Attachment Kit, 750mm Wide	2	EA
American Power Conversion	AR8576	Ladder Hanger Kit, Cable Trough	2	EA
American Power Conversion	AR8560	Cable Trough, Open Bottom, 600mm	1	EA
American Power Conversion	AR8561	Cable Trough, 600mm	10	EA
American Power Conversion	AR8571	Cable Trough, 750mm	1	EA
American Power Conversion	AR8162ABLK	Data Cable Partition, NetShelter, 600mm Wide	8	EA
American Power Conversion	AR8163ABLK	NetShelter, 600mm Wide, pass-through	14	EA
American Power Conversion	AR8173BLK	NetShelter, 750mm Wide, pass-through	2	EA
American Power Conversion	AP9224110	APC 24 Port 10/100 Ethernet Switch	1	EA
American Power Conversion	AR8429	Horizontal Cable Organizer 1U w/brush strip	1	EA
American Power Conversion	AP9465	StruxureWare Data Center Expert Basic	1	EA
American Power Conversion	3827GY-5	CATEGORY 5 UTP 568B PATCH CABLE, GREY	1	EA
American Power Conversion	3827GY-10	CATEGORY 5 UTP 568B PATCH CABLE, GREY	12	EA
American Power Conversion	3827GY-15	CATEGORY 5 UTP 568B PATCH CABLE, GREY	8	EA
American Power Conversion	3827GY-20	CATEGORY 5 UTP 568B PATCH CABLE, GREY	5	EA
American Power Conversion	3827GY-25	CATEGORY 5 UTP 568B PATCH CABLE, GREY	3	EA
American Power Conversion	47136WH	RJ45F/RJ45F, WHITE, IN LINE COUPLER, CAT 5	4	EA
American Power Conversion	WSITECOORD	Site Coordination Service	1	EA
American Power Conversion	WASSEMPS5X8-PX-31	Scheduled 5X8 Assembly Service for Symmetra	1	EA
American Power	WASSEMNB-NB-	NetBotz Assembly	5	EA

Conversion	10	Services		
American Power Conversion	WASSEM5X8-3R-PX-10	5X8 Scheduled Assembly of 1-3 Additional Racks	2	EA
American Power Conversion	WASSEM5X8-5R-PX-20	5X8 Scheduled Assembly Service for 1-5 Racks	1	EA
American Power Conversion	WNSC01	Data Center Management Software Configuration	1	EA
American Power Conversion	WNSC0101	Data Center Expert Software Configuration	1	EA
American Power Conversion	WNSC010102	Data Center Expert Basic Administration	1	EA
American Power Conversion	WNSC010103	Data Center Expert Advanced Administration	1	EA
American Power Conversion	WNSC010104	Data Center Expert Alarm Threshold Configuration	6	EA
American Power Conversion	WNSC010105	Data Center Expert Alarm Action Configuration	3	EA
American Power Conversion	WNSC010106	Data Center Expert Alarm Profile Configuration	3	EA
American Power Conversion	WNSC010108	Data Center Expert Network Management Config	3	EA
American Power Conversion	WNSC010111	Data Center Device Identification	21	EA
American Power Conversion	WNSC011	Data Center Management Software Config	1	EA
American Power Conversion	WNSC010101	Data Center Management Software Configuration Base	1	EA
American Power Conversion	WNSC0105	Data Center Follow On Preparation Service	2	EA
American Power Conversion	WNSC0104	Data Center Post Configuration Review	1	EA
American Power Conversion	WNSC010401	Data Center Expert Post Configuration Review	1	EA
American Power Conversion	WCONFIG1NB-NB-10	Netbotz Configuration Service in ISX Designer 1	1	EA
American Power Conversion	WMS1YRBASIC	1 Year StruxureWare Data Center Expert Basic	1	EA
American Power Conversion	AR8442	Vertical Cable Organizer, 8 Cable Rings, Zero U	9	EA
American Power Conversion	AR8451	Data Distribution 1U Panel	16	EA

American Power Conversion	AR8602	Horizontal Cable Manager, 1U Single Side	17	EA
American Power Conversion	AR8429	Horizontal Cable Organizer 1U w/brush strip	9	EA
American Power Conversion	DDCC6-011	CAT6 UTP CMR 6XRJ-45 Black, 11FT	4	EA
American Power Conversion	DDCC6-015	CAT6 UTP CMR 6XRJ-45 Black, 15FT	8	EA
American Power Conversion	DDCC6-017	CAT6 UTP CMR 6XRJ-45 Black, 17FT	8	EA
American Power Conversion	DDCC6-019	CAT6 UTP CMR 6XRJ-45 Black, 19FT	8	EA
American Power Conversion	DDCC6-021	CAT6 UTP CMR 6XRJ-45 Black, 21FT (4	EA
American Power Conversion	AR7580	NetShelter SX 750mm Wide (Qty 2)	2	EA
American Power Conversion	AR7581	NetShelter SX 750mm Wide Vertical Cable Manager	2	EA

INSTALLATION REQUIREMENTS

The Seller will install the chosen solution per manufacturer specifications. Seller will install the UPS Power Distribution Bay, Battery Cabinet Bay, Power Distribution; Cable Management and Structuring System. The chosen vendor is expected to provide 365 days a year, 24 X 7 telephone support. The Seller shall be responsible for unpacking and verifying that all shipped components arrived at Owner's location, replacing missing or damaged components, and providing an inventory list for Owner's records of all shipped and received equipment.

The Seller shall install all equipment in a workman-like fashion in locations agreed between the Owner and Seller as part of the Engineering design phase of the project. While on site, the Seller shall verify that the equipment to be installed can be safely located where planned.

EQUIPMENT LOCATION

- a. KPU Relay rack assignments in the Main and remote Central Offices will be specified by the owner. See attached diagram.
- b. All cabling provided by the Seller shall be rated by Underwriters Laboratories as UL 1685 LS (Limited Smoke), and be a halogen free product for personnel and equipment safety.

Power and Environmental Requirements

- a. All network elements are powered with 120 VAC/60 HZ with separate A and B power feeds.
- b. Power supplies of all Network elements shall be redundant. All devices shall be fully operational on either the A or B power feed.

Environmental Requirements

- a. All provided equipment shall be installed in an environmentally controlled building with and shall have an operating temperature range of at least 40°F to 100°F.

Building Facilities (Environmentally Controlled)

- a. The Owner will provide one environmentally controlled buildings for the Seller provided equipment at the central office.
- b. The Seller shall provide whatever equipment is necessary to enable their proposed system to deliver the services specified by these plans and specifications to the subscribers. The Seller shall also meet equipment and installation requirements.

Miscellaneous Materials

- a. The Seller shall supply all necessary installation and mounting materials to properly complete the installation of the equipment supplied under this specification and to render the installed system fully operational.

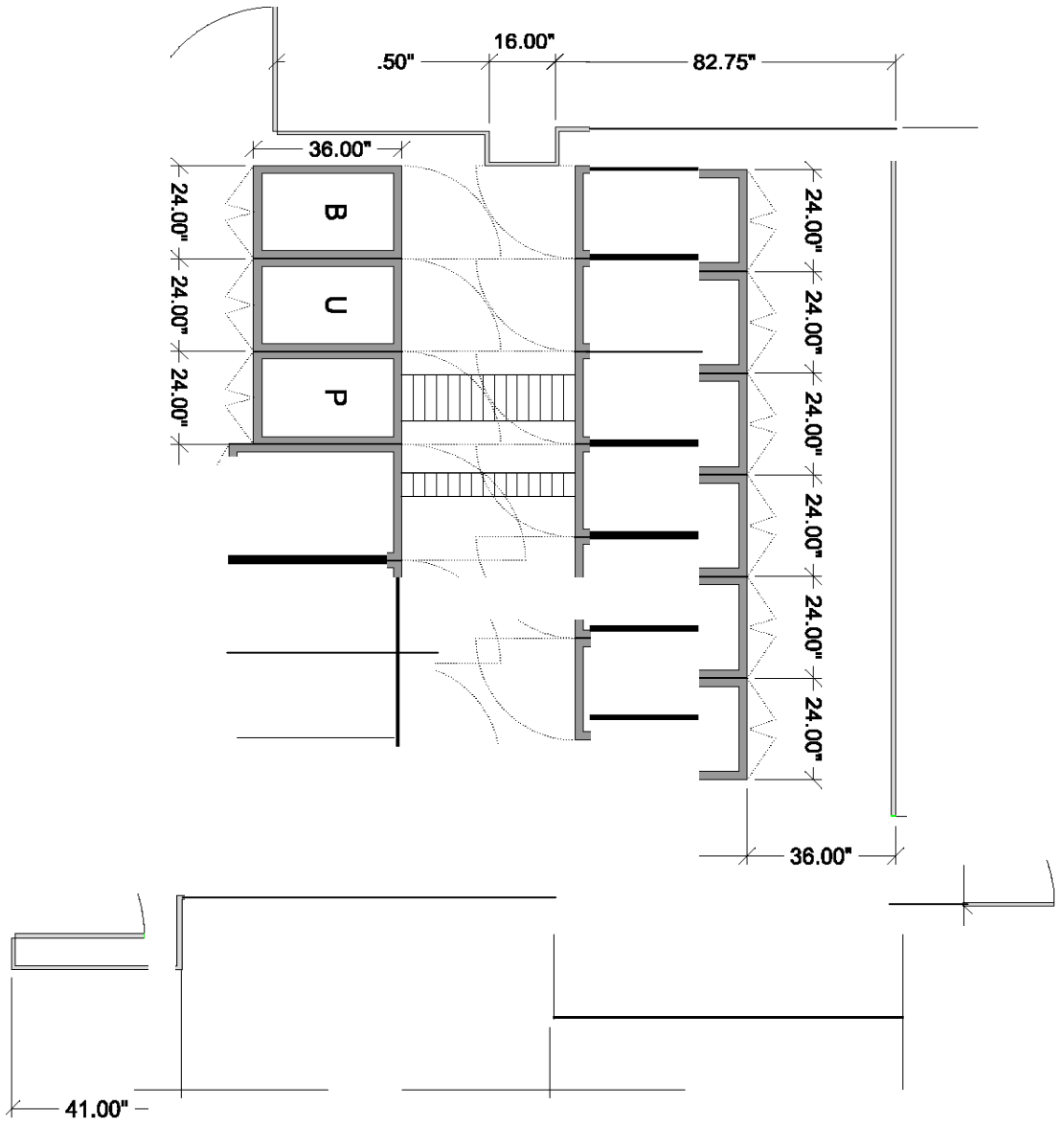
Code Compliance

The Seller shall comply with the following codes for installation:

- a. FCC regulations
- b. Most current Uniform Building Code
- c. Most current Uniform Fire Code
- c. National Fire Protection Agency (NFPA) regulations
- d. Telcordia recommendations
- e. Local and state laws, ordinances and regulations, which apply to electrical installations
- f. National Electrical Code (NEC) (NFPA 70 Latest Revision)

Electrical Safety Code (NESC National) (ANSI C2 Latest Revision)

- g. Electrical Protection of Digital and Lightwave Telecommunications Equipment (US CFR 1751F-810)
- h. Underwriters Laboratory Listed



REV #	REV DATE	REASON FOR CHANGE	ENGR	QC'D	CHK'D

MISCELLANEOUS REQUIREMENTS

Special Tools

The Seller shall provide special tools, if any, which are needed for routine maintenance, testing and tuning of the equipment or the system.

NEBS Requirements

The Seller provided equipment should be Network Equipment Building System (NEBS) compliant.

Technical Documentation

The Seller shall provide technical documentation in a searchable electronic format. The Seller may also provide hard copy documentation as an option. The documentation should address at least the following topics for network elements:

- Installation
- Operation
- Administration
- Management
- Maintenance
- Troubleshooting
- As Built Documentation

Any documentation that is not provided, as part of this contract, shall be listed by the Seller.

Licensing and Technical Support Fees

The Seller shall provide, as a part of their Bid, all software licensing and technical support fees as a separate line item. This shall include one-time and recurring fees.

Spares

If applicable, as part of Bid, the Seller shall propose spare parts for the system. The full spare parts package shall consist of one (1) spare for each new type of service effecting provided by the Seller to meet this specification. The Seller shall provide individual unit pricing of the spares in the full spare parts package. The Owner may wish to purchase additional spares above and beyond the full spare parts package. The Owner will decide what, if any, spares will be ordered upon receipt of the Seller's Bid.

The Vendor may also specify a service package with a replacement service level agreement for components of the system. All service-level agreements must consider the extended delivery time to Ketchikan if a depot is located off-island.

Final Documentation

1. Final system diagrams upon completion of the final acceptance in editable Visio format.
2. The results of any performance tests and protocol conformance testing performed during acceptance testing shall be provided, along with a report of the testing methodology and test equipment configurations.

3. Seller documentation for equipment provided under this contract. All documentation must be available in searchable electronic format. This shall include any third party documentation. Seller may also provide hard copy binders, CD-ROMs, or website pages that document installation, maintenance, or operating procedures.

4. This documentation shall be provided to the Project Manager for review. Any request within the above guidelines from the Project Manager shall be met. Upon completion, the documentation will be forwarded and maintained by the Owner.

ACCEPTANCE CRITERIA

The Seller shall provide a detailed system design and deployment plan that will include the rectifier battery plant, network, cabling, and monitoring and control system.

1. The design should include the following:

- a. Power system diagram with all UPS Bay, Battery Cabinet, Power Distribution, Network Bay & Rack Layout, as built documentation, and monitoring and control systems clearly identified.
- b. Physical layout of solution.
- c. Monitoring and Control system interface description.

2. The deployment plan should include the following steps with a goal of minimal customer impact:

- a. Prerequisites for implementing the new design including configuration changes to existing equipment.
- b. Step-by-step method of procedures for installation and implementation of the new design in stages.
- c. Recovery and restoration plans for unforeseen issues which, negatively impact customer.
- d. The plan should include an on-site Vendor technical presence on any flag-days required to mitigate any issues.

3. The Seller shall provide a detailed plan for the testing and turn up of the system according to the deployment plan.

- a. The test plan should include test phases performed before delivery at the customer site and post-installation tests.
- b. A detailed acceptance criteria list will be established with the chosen vendor before contract is awarded.

4. The Seller shall provide any necessary testing equipment to their installers that they may need during the testing and turn-up stage. The Seller's installers shall be capable and knowledgeable in the overall operation of the test equipment. All final tests shall be performed in the presence of the Project Manager unless the Project Manager specifically waives that requirement.

- a. Test Equipment: At a minimum, the Seller shall include a list of recommended test equipment that is capable of monitoring and troubleshooting a wide variety of power issues.

ATTACHMENT I - ACKNOWLEDGEMENT

I certify that I am a duly authorized representative of the firm listed below and that information and materials enclosed with this Bid accurately represent capabilities of the office listed below for providing the services indicated. The City of Ketchikan is hereby authorized to request any owner identified in this Bid to furnish any pertinent information deemed necessary to verify information provided or regarding reputation and capabilities of the firm.

Signature: _____

Office Address for which this submittal is made:

Name Printed: _____

Title: _____

Firm: _____

Address: _____

City / State / Zip: _____

Telephone: _____ FAX: _____

Email: _____

Alaska Business License No. _____

Type of Firm (Check One)

_____ Individual

_____ Partnership

_____ Corporation in the State of: _____

_____ Other (specify): _____

ATTACHMENT II – KEY PERSONNEL

List in the space provided below or by attachment in the form shown below, the staff proposed to be used in this project.

	<u>Name of Key Personnel</u>	<u>Discipline</u>	<u>Office Residence</u>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Note to Attachment

(1) Proposed key personnel who would have major responsibilities for performance of the service required. List the staff members, currently employed, who may be available to provide support (e.g., managerial, provisioning, logistic, network engineering, etc.) to the proposed project.

ATTACHMENT III – PROJECT PRICING
PROJECT NOT-TO-EXCEED PRICING

CONTRACTOR shall provide all work, services and materials as set forth in the Scope of Services, including all related project expenses including: equipment & materials, supplies, FOB destination shipping, installation, engineering services, training, and installation for the following not to exceed lump-sum compensation: (\$ _____) _____ US Dollars.

- A) A detail element pricing matrix is required that agrees in total with the above lump-sum compensation. Such Matrix shall be at the detailed level of individual material components and/or labor components.
- B) Optional equipment or services pricing as requested in this RFB should be listed under Optional Equipment and/or Services pricing.
- C) Any post-award EXTRA SERVICES requested by the OWNER that is not addressed in the RFB shall be based on the following hourly rates:
 - a. Engineers \$ _____
 - b. Engineering Associates \$ _____
 - c. Installers \$ _____
 - d. Secretarial \$ _____
 - e. Other _____ \$ _____

D Expenses

All travel and per diem expenses are to be included in the not-to-exceed lump-sum compensation.

PAYMENT

- A) Terms of payment are outlined in the sample contract.
- B) PROJECT IS NOT ELIGIBLE FOR PROGRESS PAYMENTS.

ATTACHMENT IV – AGREEMENT AS TO FORM

_____ hereby certifies that, if selected to provide hardware, training and integration services pursuant to this Bid, it will sign the City of Ketchikan d/b/a Ketchikan Public Utilities Standard Agreement (attached).

VENDOR

Name Printed: _____

Title: _____

Date: _____

AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES

THIS AGREEMENT made and entered into this ____ day of _____, 20____,
by and between the **CITY OF KETCHIKAN d/b/a KETCHIKAN PUBLIC UTILITIES**, a municipal
corporation, 334 Front Street, Ketchikan, Alaska 99901, hereinafter called "**OWNER**," and ____
_____ 1
whose address is: _____

1
Insert one of the following as appropriate:

- a. A corporation organized and existing under the laws of the State of _____,

(address)

- b. an individual, _____
(address)

- c. A partnership composed of _____,
_____, _____,

(address)

and licensed and qualified to do business within the State of Alaska, hereinafter called "Contractor."

RECITALS

- (a) The **Owner** desires the performance, provision, and accomplishment of the work, services and materials described and set forth in Section 1.
- (b) **Contractor** represents that it is ready, able and qualified to perform, and will perform, in all respects, all of the work, services, and materials, and to otherwise perform all of the terms, covenants, conditions and provisions of the agreement in the manner, at the times, and for the consideration hereafter provided.

NOW, THEREFORE, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and/or attached and incorporated herein and made a part hereof, the parties hereto agree as follows:

Section 1: Agreement to Perform. The **Owner** hereby agrees to engage the **Contractor**, and the **Contractor** hereby agrees to perform, complete, provide and furnish, in a timely and proper manner, and pursuant to and in accordance with all of the terms, covenants, conditions and provisions of this Agreement, all of the work, services, labor and materials required to accomplish all of the work described in Section 2 [Scope of Work] hereof at the times, in the manner, and for the consideration and payments hereinafter set forth.

Section 2: Scope of Work. The **Contractor** shall perform, supply, and provide all of the work, services and materials [hereinafter collectively referred to as "work"] as follows:

As set forth and described on Exhibit ___ attached hereto and incorporated herein by this reference.

Section 3: Time for Commencement and for Completion of Work.

(a) **Commencement.** **Contractor** shall commence the work called for in this Agreement upon the giving of a Notice to Proceed by the **Owner**.

(b) **Completion.** Upon giving of Notice to Proceed, the work called for in this Agreement shall be performed and completed as follows:

Section 4: Compensation and Payment. For and in consideration of the timely and proper performance of work authorized as provided herein, the **Owner** shall pay the **Contractor** as follows:

Section 5: No Additional Work. No claim for additional work, services or materials, not specifically and expressly requested and authorized as provided for in this Agreement, or by a written amendment thereto signed by both parties, done or furnished by the **Contractor**, will be allowed or paid by the **Owner** and **Contractor** expressly waives any claim therefor.

Section 6: Owner's Contracting Officer. For purposes of this Agreement, the **Owner's** contracting officer shall be or such other person as is designated in writing by such person.

Section 7: Compliance with Guidelines and Procedures. The **Contractor** shall provide and perform all work, services and materials in full, strict and complete compliance with all the following procedures and guidelines:

Section 8: Contractor Qualified. The **Contractor** expressly represents and warrants it is now and shall continue to be at all times during the performance of this Agreement, the holder of all required or necessary professional, business or other licenses or permits and is qualified and capable of performing all of the work covered or called for by this Agreement and is presently ready, able and willing to undertake and perform all of such work and services, and to supply all necessary materials and equipment, at the times, and in a non-negligent professional and workmanlike manner, and pursuant to the terms, conditions and provisions, and for the compensation and payments as herein provided.

Section 9: Contractor Responsible for Personnel. The **Contractor** has or will secure, at **Contractor's** own cost and expense, all personnel required to perform this Agreement in a timely and proper manner. The parties hereto agree and understand that such personnel shall in no event be deemed to be, and are not, employees, agents, or representatives of the **Owner** and such persons shall have no contractual or other relationship with the **Owner**, and the **Owner** shall have no responsibility or liability whatsoever to any of said persons, or for the acts or omissions of any of such persons.

Section 10: Personnel Supervision. **Contractor** agrees that all work and services required or provided under this Agreement shall be performed personally by the **Contractor**, unless otherwise authorized in writing by the **Owner's** contracting officer, and in such event all personnel engaged in any such work shall be fully qualified, and shall be licensed and authorized under applicable state, federal and local laws to perform such

services; provided, however, the **Owner** hereby authorizes the following persons to participate as follows:

Section 11: Independent Contractor. The parties hereto expressly agree that the **Contractor** shall be and is an independent contractor and is not an employee or agent of the **Owner**, and is, therefore, entitled to no insurance coverage, whether worker's compensation or otherwise and no other benefits accorded to **Owner's** employees. No withholding, FICA, or other taxes (whether income, sales or otherwise) or other amounts will be withheld from the payments due to the **Contractor**, it being understood that the **Contractor** is solely responsible therefor, provided **Owner** shall be entitled to withhold such retainage or other amounts from any progress or other payments as have been provided for elsewhere in this Agreement.

Section 12: Forms To Be Provided To Contractor. The **Owner** shall provide the **Contractor** with any special forms required by the **Owner** for reporting to the **Owner** and the necessary instruction regarding proper use of the forms.

Section 13: Termination. (a) **Termination for Cause.** This Agreement may be terminated in whole or in part in writing by **Owner** in the event of failure by **Contractor** to fulfill any of the terms and conditions of this Agreement upon the giving of not less than five (5) calendar days prior written notice of intent to terminate in the manner provided in Section 25 hereof.

(b) **Termination for Convenience of Owner.** This Agreement may be terminated in whole or in part in writing by the **Owner** for **Owner's** convenience provided the **Contractor** is given not less than _____ (___) calendar days prior written notice of intent to terminate in the manner provided in Section 25 hereof.

(c) In the event termination by the **Owner** is effected pursuant to (a) above, the **Contractor** shall not be entitled to receive any further payment until the work is completed, or the **Owner** elects to not proceed further with the project. Upon completion of the work, or termination of the project in the event the **Owner** elects to not proceed with the project, the **Contractor** shall be paid as follows:

(1) In the event the costs and expense of taking over, re-advertising and completing the project or the costs of closing out the project if the **Owner** elects to not proceed with the project (hereinafter referred to as "close out costs"), exceed the remaining unpaid amount of this Agreement, any amount which was otherwise due and unpaid to **Contractor** at the time of termination shall be applied to such increased costs in taking over, re-advertising and completing the project, (or

applied to close out costs) and the remaining amount of such costs, if any, shall be paid by the **Contractor** to the **Owner**.

(2) In the event said costs and expense of taking over, re-advertising and completing the project, (or close out costs) are less than the total amount which was otherwise due and unpaid to the **Contractor** at the time of termination, the increased costs of taking over and completing the project (or the close out costs) shall be deducted from the amounts due the **Contractor** and the balance, if any, paid to the **Contractor** without interest.

(d) In the event termination is for the convenience of the **Owner** pursuant to (b) above, the **Contractor** shall be paid for the services or other work that have been actually performed prior to the effective time of such notice of intent to terminate, and for reimbursement of any reimbursable expenses that were actually expended and paid prior to the effective time of such notice of intent to terminate, computed and fixed as provided for on Exhibit ___ and the **Owner** shall not be liable or responsible for any loss of profits or any other damages, amounts, or payments whatsoever to the **Contractor**.

(e) Upon receipt of a termination notice pursuant to paragraphs (a) or (b) above, the **Contractor** shall promptly discontinue all services (unless the notice directs otherwise), and deliver or otherwise make available to the **Owner** all data, drawings, notes, specifications, reports, estimates, summaries, work in progress, and any and all other information and/or materials as may have been accumulated by the **Contractor** in performing this Agreement, whether completed or in process, and free and clear of any mechanics or other liens or claims in favor of **Contractor** or any other person.

(f) Upon termination pursuant to paragraphs (a) or (b) above, the **Owner** may, but shall not be required to, take over the work and prosecute the same to completion by agreement with another person or otherwise, may elect to complete the work itself, or to not proceed further with the work and project.

(g) If, after termination by the **Owner** pursuant to (a) above, it is determined that the **Contractor** had not so failed, the termination shall be deemed to have been effected for the convenience of the **Owner**. In such event, adjustment of the amounts to be paid to **Contractor** for termination shall be made as provided in paragraph (d) of this section.

(h) No other damages, whether for lost profits or otherwise, other than the amounts allowed and computed as provided for in this Section 13 shall be due or payable to **Contractor** in the event of termination.

Section 14: Changes or Modifications. Any change in any regulations or requirements applicable to the work called for herein, made, caused or imposed by, or as a result of, the action of any state, federal or other governmental agency that has or will provide all or any portion of any funds for payment for the work or project which is the

subject of this Agreement shall automatically become a part of and amendment to this Agreement and the **Contractor** shall comply therewith.

Section 15: Conflict of Interest. The **Contractor** covenants, warrants and represents that the **Contractor** has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this Agreement. The **Contractor** further covenants, warrants and represents that in the performance of this Agreement, no person having any such interest shall be employed.

Section 16: Information Confidential. All information, and work products relating to or generated pursuant to this Agreement shall be kept confidential and shall not be disclosed, discussed or made available to any other person or organization by the **Contractor**, its employees or representatives, without the prior written approval of the **Owner** and the further consent of any other agency as may be required by the **Owner**; provided, however, the **Owner** shall have the right to audit, inspect and otherwise obtain any information as provided in Section 17, or regarding performance of this Agreement by the **Contractor**.

Section 17: Reporting and Records. (a) At any time during normal business hours, and as often as the **Owner** or any agency providing any portion of the funds provided to the **Owner** for this project deems necessary, there shall be made available to the **Owner** or to such other funding agency and/or their representatives, at a location within the City of Ketchikan, or other location acceptable to the **Owner**, any and all books, records and documents regarding matters covered or related to this Agreement or the performance of, or payment for, the work called for herein, and the **Owner** and/or such agencies shall be entitled to make audits and copies of all books, records, contracts, invoices, receipts, payrolls, records of personnel, and other documents or data relating to any and all matters covered by this Agreement or performance or payment for the work called for herein.

(b) The performance and administration of this program and this Agreement will be monitored by the **Owner** and such other agencies as may be required or authorized pursuant to the terms of any grant to the **Owner**. Necessary reports, in proper form, will be required as a prerequisite to any payment to the **Contractor**.

(c) All project records shall be maintained by the **Contractor** for not less than three (3) years after completion and final acceptance of all work by the **Owner** and shall be subject to inspection and copying by the **Owner** or any funding agency during said period.

Section 18: Hold Harmless and Indemnity. The **Contractor** shall indemnify, defend, and hold harmless the **Owner** from and against any claim of, or liability for, negligent acts, errors, and omissions of the **Contractor** related to the performance or nonperformance of this agreement. The **Contractor** is not required to indemnify, defend, or hold harmless the **Owner** for a claim of, or liability for, the independent negligent acts, errors, and omissions of the **Owner**. If there is a claim of, or liability for, a joint negligent act, error, or omission of

the **Contractor** and the **Owner**, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "**Contractor**" and "**Owner**" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the **Owner's** selection, administration, monitoring, or controlling of the **Contractor**, or in approving or accepting the **Contractor's** work. In this provision "claim" and "liability" include penalties and fines, claims or liabilities for any damages to any goods or properties or personal injury, including death, whether or not valid, any cost or expense, including attorney fees, and include claims by reason of any negligent defects in any plans, drawings, specifications, computer programs, technical reports, or other work product of **Contractor** prepared for or submitted to the **Owner** pursuant to this agreement, provided said claim is not based upon a use of said plans, drawings, specifications, or other work product for other than the purposes for which such data was prepared and submitted to the **Owner**.

The **Owner** has no duty to review or correct **Contractor's** work. The **Owner's** review, inspection, acceptance, or approval of **Contractor's** work does not affect the **Contractor's** duty to defend, indemnify, and hold the **Owner** harmless. The **Owner's** review, inspection, acceptance, or approval of **Contractor's** work is solely for the **Owner's** purposes. The **Owner** has no duty to notify the **Contractor** of any defects, errors, or omissions in **Contractor's** work which **Owner** may find or should have found as a result of **Owner's** review, inspection, acceptance, or approval of **Contractor's** work.

For purposes of the statute of limitations, any defect, error, or omission in **Contractor's** work shall be deemed discovered no earlier than the date upon which construction on the facilities designed by **Contractor** is substantially completed.

Section 19: Insurance. (a) **Public Liability Insurance.** **Contractor** agrees to keep and maintain in full force at **Contractor's** own expense during the entire period of the project or work called for herein, broad form comprehensive public liability insurance with limits of not less than _____ Dollars (\$_____) combined single limit insuring **Contractor**, and the **Owner** as an additional named insured, from any and all claims for bodily injury and death, and for property damage, that may arise out of, or in relation to, this Agreement. Such insurance shall require the insurance company give not less than thirty (30) days prior written notice to **Owner** prior to any cancellation, nonrenewal or reduction in the amount of coverage of such insurance coverage.

(b) **Contractor** shall in addition to (a) above, keep and maintain any additional policies of insurance specified on Exhibit ___ hereto.

(c) Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the **Owner** prior to execution of this Agreement by the

Owner and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy.

Section 20: Ownership of Drawings and Contract Documents. All original documents, including but not limited to, tracings, plans, specifications, maps, basic work notes, sketches, charts, computations, photographs and original negatives thereof, and all other data prepared, obtained or received by **Contractor**, its employees, agents, or representatives, under the terms of, or in the performance of this Agreement, shall be and become the sole and exclusive property of the **Owner**, and shall upon request be delivered to the **Owner** at no cost and without restriction or limitation on their use; and provided further, the **Owner** shall be entitled to withhold payment of any amounts otherwise due **Contractor** unless and until all of said documents and writings are delivered to **Owner** free and clear of any liens or claims of **Contractor** or any third parties relating thereto. The **Owner** shall have the sole and exclusive right to copyright, patent, license, or otherwise protect, sell, dispose of, or otherwise use any of the materials or work produced pursuant to this Agreement.

Section 21: Independent Contractor; No Authority to Bind Owner. The parties hereto agree that **Contractor** is an independent **Contractor** and is not, and shall not be construed to be a partner, joint venturer, employee or agent of the **Owner** and shall not, and is not authorized to, enter into or make any contracts, agreements, or enter into any other understanding with any other person, corporation, partnership, joint venturer, or other entity, in the name of or for the benefit of the **Owner**.

Section 22: No Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any person other than the **Owner** and the **Contractor** any legal or equitable right, remedy or claim under this Agreement, but it shall be held to be for the sole and exclusive benefit of the **Owner** and the **Contractor**.

Section 23: Payment of Taxes. The **Contractor** shall timely pay all federal, state, and local sales, excise or other taxes or assessments incurred by the **Contractor**.

Section 24: Assignment and Subletting Prohibited. The **Contractor** shall not assign, transfer, convey, pledge, hypothecate, sublet, subcontract, or otherwise dispose of or encumber this Agreement, or the rights thereunder, nor shall the **Contractor** delegate any of his/her/its duties hereunder without the prior written consent of the **Owner**. Any such attempted assignment, transfer, conveyance, pledge, hypothecation, subletting, or other disposition, or the attempted assignment, disposition or delegation of duties or rights shall be null and void and of no force or effect and shall be grounds and cause for immediate termination of this Agreement without liability by and at the option of the **Owner**.

Section 25: Notice. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class

mail at the address set forth below. Either party may change its address by notifying the other party of its change of address in writing. Notice shall be deemed to have been duly made and given when delivered if served personally, or upon the expiration of twenty-four (24) hours after the time of mailing if mailed as provided in this section.

Owner: _____

Contractor: _____

Section 26: Equal Employment Opportunity. (a) The **Contractor** shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, or sex. The **Contractor** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **Contractor** agrees to 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 contract jobs to be let in the performance of this Agreement, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, or sex.

(c) The **Contractor** agrees to fully cooperate with the office or agency of the State of Alaska which seeks to deal with the problem of unlawful or invidious discrimination, and with all other state efforts to guarantee fair employment practices under this Agreement, and said **Contractor** will comply promptly with all requests and directions from the State Commission of Human Rights or any of its officers or against relating to prevention of discriminatory employment practice.

(d) Full cooperation as expressed in the foregoing clause (c) shall include, but not be limited to, being a witness in any proceeding involving questions of unlawful or invidious discrimination if such is deemed necessary by any official or agency of the State of Alaska, permitting employees of said **Contractor** to be witnesses or complainants in any proceeding involving questions of unlawful or invidious discrimination, if such is deemed necessary by any official or agency of the State of Alaska, or the **Owner**, participating in meetings, submitting periodic reports on the equal employment aspects of present and

future employment, assisting in inspection of relevant facilities, and promptly complying with all state directives deemed essential by any office or agency of the State of Alaska, or the **Owner**, to insure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

(e) Failure to perform any of the above agreements pertaining to equal employment opportunities shall be deemed a material breach of the contract and sufficient grounds for termination of this Agreement for cause without liability.

Section 27: Worker's Compensation Coverage. The **Contractor**, if subject to the provisions of the Alaska Worker's Compensation Act (AS 23.30), shall, upon request, provide the **Owner** and the State of Alaska with proof, furnished by the insurance carrier, of current coverage by worker's compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an approved current certificate of self-insurance by the Alaska Worker's Compensation Board. The **Contractor** further acknowledges and agrees that in the event it fails to maintain proper Worker's Compensation coverage, the State will implement the provisions of AS 23.30.045(c) and the **Owner**, at its option, may terminate this Agreement for cause without liability.

Section 28: Pay Requests, Statement Concerning Claims and Final Release. (a) All pay requests, whether for a progress payment or final payment, shall be made upon the form attached hereto as Exhibit ___ and shall be accompanied by an executed statement concerning claims on the form attached hereto as Exhibit ___.

(b) Upon satisfactory completion of all of the work to be performed hereunder, and prior to final payment under this Agreement for such work, or prior to payment of any amounts upon termination of the agreement, and as a condition precedent thereto, the **Contractor** shall execute and deliver to the **Owner** a release of all claims against the **Owner** arising under or by virtue of this Agreement on the form attached hereto as Exhibit ___.

Section 29: Miscellaneous. (a) **Relationship of the Parties.** Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither method of computation of payment nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of **Owner** and an independent contractor.

(b) **Terminology.** Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(c) **Nonwaiver.** No delay or omission of the right to exercise any power by either party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this

Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

(d) **Law Applicable.** The laws of the State of Alaska shall govern the construction, validity, performance and enforcement of this Agreement. Venue as to any action, claim, or proceeding arising out of, or based upon this Agreement, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate court sitting in the City of Ketchikan, First Judicial District, Alaska.

(e) **Paragraph Headings.** The headings of the several sections and subsections contained herein are for convenience only and do not define, limit or construe the contents of such sections and subsections.

(f) **Successors and Assigns.** Except as otherwise provided herein, the covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto but their respective personal representatives, heirs, successors and assigns.

(g) **Compliance with Laws and Regulations.** Contractor shall, at Contractor's sole cost and expense, comply with all of the requirements of all local, state, or federal laws, ordinances, or regulations now in force, or which may hereafter be in force, pertaining to this Agreement, or the project or work to be performed, and shall faithfully observe in the performance of this Agreement, all local, state, and federal laws, ordinances and regulations now in force or which may hereafter be in force.

(h) **Terms Construed as Covenants and Conditions.** Every term and each provision of this Agreement performable by Contractor shall be construed to be both a covenant and a condition.

(i) **Time of the Essence.** Time is of the essence of each term, condition, covenant and provision of this Agreement.

(j) **Entire Agreement.** This Agreement and any schedules, appendices or exhibits attached hereto sets forth all the covenants, promises, agreements, conditions and understandings between the parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this Agreement, or any schedule, appendix, exhibit or attachment thereto shall be binding upon the parties hereto unless reduced to writing and signed by both parties. This Agreement constitutes a final, complete, and exclusive statement of the agreement between the parties.

(k) **Severability.** In the event any provision of this Agreement is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(l) **Corporate Authority.** If **Contractor** is a corporation **Contractor** shall deliver to the **Owner** at the time of execution of this Agreement a certified copy of a resolution of its board of directors authorizing the execution of this Agreement and naming the officers that are authorized to execute this Agreement on behalf of the corporation.

Section 30: Additional Terms and Conditions. This Agreement is subject to each of the additional terms, covenants, conditions and provisions attached hereto as Exhibit(s) _____ which are hereby expressly referred to and incorporated herein as though set forth in full.

Section 31: Maximum Amount of Contract. **Contractor** acknowledges and agrees **Owner's** funding is of a limited nature and source and **Owner** shall in no event be liable for payment of any amounts under this Agreement, or otherwise, in excess of the total amount of _____ Dollars (\$_____), and at such times as the total amount paid or due, or claimed by **Contractor**, reaches a total of _____ Dollars (\$_____), **Contractor** shall forthwith notify **Owner** thereof. It shall be the **Contractor's** obligation to notify **Owner** and to assure no work in excess of said total sum of _____ Dollars (\$_____) is done and any work done in excess thereof shall not entitle **Contractor** to any payment and **Contractor** expressly waives any claim therefor, unless such additional work was separately authorized in writing as a written change order or amendment to this Agreement prior to commencement and performance of any such additional work.

WHEREFORE the parties have entered into this Agreement the date and year first above written at the City of Ketchikan, Alaska.

Owner:

CITY OF KETCHIKAN, ALASKA

By: _____
Karl R. Amylon
City Manager

ATTEST:

Katherine M. Suiter
City Clerk

Reviewed and Approved as
to Content

Certified Funds Available

By: _____

By: _____

Contractor:

(type in name)

By: _____
(signature of authorized officer)

(title of person signing)

(Corporate Seal)

CITY ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ___ day of _____, 20__, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared **KARL R. AMYLON** and **KATHERINE M. SUITER**, to me known to be the **CITY MANAGER** and the **CITY CLERK** of the **CITY OF KETCHIKAN**, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that they were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation; who acknowledged to me that they signed and sealed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing instrument; that _____, who signed said instrument on behalf of the Contractor, was then _____ of said Corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

_____ (Corporate Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ___ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ known to be the Secretary of _____, the corporation which executed the above and foregoing instrument, and who on oath stated he/she was duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal thereof, and acknowledged that he/she signed the same freely and voluntarily on behalf of said corporation for the purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC FOR _____
My Commission Expires: _____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ___ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ known to be the President of _____, the corporation which executed the above and foregoing instrument, and who on oath stated he/she was duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal thereof, and acknowledged that he/she signed the same freely and voluntarily on behalf of said corporation for the purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC FOR _____
My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ___ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ___ day of _____, 20__, before me, a notary public, personally appeared _____ known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

DATED: _____

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____