REQUEST FOR BIDS
SKAGWAY PUBLIC RESTROOMS JANITORIAL SERVICES
February 18, 2022

The Municipality of Skagway is accepting bids to provide janitorial services for Skagway Public Restrooms located at Shoreline Park, Small Boat Harbor, Sea Walk, Pullen Pond, and Mollie Walsh Park. The area being cleaned is approximately 5,450 sq. ft.

A full copy of the Request for Bids can be obtained by e-mailing a.lawson@skagway.org, or on the municipal website at https://www.skagway.org/rfps.

Bidders are expected to be familiar with the potential extreme and challenging weather conditions in Skagway, Alaska and the Municipality will assume all bidders have considered weather in preparing their bids and rely on all bidders having considered Skagway weather in submitting their bids. Extraordinary weather delays may be considered and addressed through contract modification in the sole discretion of the Municipality.

The Municipality of Skagway shall not be responsible for any costs incurred in the preparation of bids. The Municipality reserves the right to reject any or all bids.

Bids must be sealed and clearly labeled with the following information:
1. “Skagway Public Restrooms Janitorial Services”
2. Date and Time of Bid Due Date (March 18, 2022 at 2:00 p.m.)
3. Bidder’s name

Bids are due no later than 2:00 p.m., March 18, 2022 at the address listed above, or delivered directly to borough office on 700 Spring Street.

All bidders are expected to consider weather in determining how to deliver their bids timely and there shall be no exceptions for a late received bid on account of weather.

Faxed and e-mailed bids will not be accepted. Bids will be opened in the Assembly Chambers at 2:00 p.m. on Date of Closing, March 18, 2022.

The Municipality of Skagway is an equal opportunity employer.
General Conditions and Notices

Bid Evaluation/Award: The Municipality of Skagway (Municipality) may award a contract based on bids received as a result of this Request for Bids if it is in the best interest of the Municipality. A bid award will be based on the overall bid price, but the Municipality may reject the low bid if such rejection is determined to be in the best interests of the Municipality. The Municipality reserves the right to reject any or all bids received if determined to be in the best interest of the Municipality. The Municipality reserves the right to waive minor informalities and irregularities of bids received if it is in the best interest of the Municipality.

Bid Package Fee: There is not a fee for this bid package.

Bid Security: There is no Bid Security required for this project.

Project Completion: Bidders are expected to be familiar with the potential extreme and challenging weather conditions in Skagway, Alaska, and the Municipality will assume all bidders have considered weather in preparing their bids and will rely on all bidders having considered Skagway weather in submitting their bids. Extraordinary weather delays may be considered and addressed through contract modification in the sole discretion of the Municipality.

Project Description: The successful Bidder will be responsible for providing the following services:
- The successful bidder for janitorial services at the Skagway Public Restrooms at Shoreline Park, Small Boat Harbor, Sea Walk, Pullen Pond, and Mollie Walsh Park will be responsible for meeting the requirements for all specific cleaning directions agreed upon with the Municipality of Skagway.
- It is the successful bidder’s responsibility to ensure all of their employees are aware of all conditions and requirements as outlined in the Contract and the Scope of Work documents specific to these Facilities.
- It is successful bidder’s responsibility to ensure proper training of all of their employees before any services are provided.
- Successful bidder will be responsible for all duties in Appendix A contained in the sample agreement, Attachment A.

Project Site: It is the sole responsibility of the Bidder to evaluate the jobsite and make their own technical assessment of the project site for determining the proposed work process, schedule, site conditions, and equipment utilization and to make a valid financial bid. The Municipality will not make any additional compensation or payments if the project conditions are different from the conditions expected, anticipated, or assumed by the Bidder.

Site Visit: Site visit of all locations can be scheduled upon request. It is the sole responsibility of the Bidder to evaluate the jobsite and make their own technical assessment of the project site for determining the proposed work process, schedule, site conditions and equipment utilization and to make a valid financial bid.
**Project Contact:** Bidders are encouraged to familiarize themselves with project requirements. All inquiries must be in writing and directed to the Borough Manager and staff at manager@skagway.org, cc e.deach@skagway.org and a.lawson@skagway.org, prior to March 4, 2022 at 2:00 pm.

**Submittal Deadline and Location:** Bidders are responsible to assure delivery prior to deadline. Only bids received prior to the closing date and time, and received at the location specified, shall be considered. Faxed or e-mailed bids will not be accepted. Bidders are fully responsible for ensuring their bids physically arrive in Skagway timely, regardless of weather.

**Bids to Remain Open:** Bidders shall guarantee their Bids for a period of sixty (60) calendar days from the date of the bid opening.

**Beginning of Work:** Physical work will begin on April 21, 2022, after the Bidder signs the Contract and the Notice of Award and the Notice to Proceed is issued from the Municipality.

**Delays beyond Bidders Control:** Suspension of work caused by Acts of God, which are beyond the control of the Bidder, shall not be cause for termination. If such Acts suspend work on the project, any delay caused will be negotiated and an addendum to this contract will be issued, which will be signed by both the Municipality and the Bidder, outlining the time schedule and costs associated with any delay in substantially completing the project.

**Insurance & Indemnification:** No contract for services shall be issued or continued unless there is presented to the Municipality of Skagway a certificate of insurance showing that the business owner/operator has obtained at least one million dollars ($1,000,000.00) general liability insurance. Proof of such insurance shall be provided to the Municipality as a condition of entering the contract. Failure to maintain such insurance shall constitute a material breach of contract. The certificate of insurance must establish that the Municipality is named as an additional insured on such policy, and that the insurer shall notify the Municipality twenty (20) days before the policy is canceled, or terminated. Additionally, the Successful Bidder/Contractor shall execute an instrument under the terms of which the Successful Bidder/Contractor shall agree to indemnify, defend and hold harmless the Municipality of Skagway from any and all claims for injury, including death, or damage to persons or property, as a result of the Successful Bidder/Contractor’s activities.

Bidder shall provide Worker’s Compensation Insurance in compliance with the laws of the State of Alaska, AS 23.30et seq., and federal jurisdiction where the work is being performed.

**Compensation:** The Municipality agrees to pay Contractor an amount not to exceed that as specified and accepted in the bid upon completion of the project.

**Responder’s Responsibility:** Responding Bidders have the responsibility of understanding what is required by this solicitation. The Municipality shall not be held responsible for any firm’s lack of understanding. Should a firm not understand any aspect of this solicitation, or require further explanation or clarification regarding the intent or requirements of this solicitation, it shall be the responsibility of the Bidder to submit any question or questions to the Municipality. Further, by submitting a bid in response
to this solicitation, a firm certifies that it has thoroughly read and understands this solicitation in its entirety.

**Addenda:** The Municipality will make reasonable efforts to provide Bidders with all addenda when issued. Addenda may be issued by any reasonable method such as hand delivery, mail, facsimile, and courier, and in special circumstances, by phone. It is the Bidder’s responsibility to ensure receipt of all addenda. No claim or protest will be allowed based on the Bidder’s allegation that the Bidder did not receive all of the addenda or did not timely receive all of the addenda.

**Technical Questions:** All technical questions shall be directed in writing to the Borough Manager and staff no later than March 4, 2022 at 2:00 p.m. by email at manager@skagway.org, cc e.deach@skagway.org and a.lawson@skagway.org.

**Cost Incurred in Bid Preparation:** No contract shall be in effect until the Municipality executes a written agreement. The Municipality shall not be liable for any cost incurred by any Bidder in the response to this Request for Bids, including any work done, even in good faith, prior to the execution of a contract.

**Proprietary Information:** Bidders shall not include proprietary information in bids if such information should not be disclosed to the public. Any language with a submittal purporting to render all or portions of a bid confidential will be disregarded. Proprietary information, which may be provided will be confidential, if expressly agreed by the Municipality, and if allowable by state law.

**Minor Informalities:** The Municipality reserves the right to waive any minor informality, negotiate changes, or reject any and all bids and to not award the proposed contract, if it is in the Municipality’s best interest. Minor informalities mean matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Bidders.

**Receipt and Bid Opening:** The Municipality must receive all bids including any amendment or withdrawal prior to the scheduled time for submitting bids. Any bid, amendment, or withdrawal, which has not been actually physically received by the Municipality prior to the scheduled time for submitting bids shall not be considered. No responsibility shall be attached to any officer, employee or agent of the Municipality for the premature opening of, or failure to open, a bid improperly delivered, addressed or identified.

Until the award of a contract, the Municipality reserves the right to reject any or all bids, to waive technicalities, or to advertise for new bids without liability against the Municipality. Receipt of bids will be publicly acknowledged at the submittal deadline and location by reading the bids to any attendees at the municipal building.

**Disqualification of Bidders:** A Bidder may be disqualified for the following reasons:
- More than one bid for the same work from an individual, firm, or corporation under the same or different name. (A party that has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a bid directly for the project).
Evidence of collusion among Bidders as set out in the Non-Collusion Declaration attached to the Official Bid documents.

Rejection of Bids: The Municipality reserves the right to reject any and all bids when such rejection is determined to be in the best interests of the Municipality; to reject the bid of a Bidder who has previously failed to perform properly, or complete on time, any contracts or projects; to reject the bid of an Bidder who is not, in the opinion of the Municipality and sole discretion of the Municipality, in a position to perform the contract; and to reject a bid as non-responsive where the Bidder fails to furnish the required documents, fails to complete the required documents in the manner directed, or makes unauthorized alterations to bid documents.

Non-Responsive Bids: Bids shall be considered non-responsive and shall be rejected if there are unauthorized additions, conditional or alternative bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.

Documents for Successful Bidder: Prior to contract execution and Notice to Proceed, the successful Bidder shall complete and submit the following documents within seven (7) days following Notice of Intent to Award, as well as any other documents that may be requested by the Municipality.

- Proof of Insurance
- Copy of Subcontractor Agreements (if applicable)
- Copy of State and Municipal Business Licenses

Award and Execution of Contract: All Bidders will be notified of Municipality’s intent to award the contract, and the successful Bidder will be requested to execute certain documents that shall include a contract agreement. No contract shall be considered as effective until it has been fully executed by both parties (Bidder and Municipality).

Failure to Execute Contract: Failure of the successful Bidder to execute and return the contract agreement and other documents within seven (7) days after receipt of the Municipality’s Notice of Intent to Award, will be just cause for the rejection of the award. Award may then be made to the next lowest responsive, responsible, and qualified Bidder, or the work may be re-advertised, in the sole discretion of the Municipality.

If the Municipality does not execute the contract agreement within fifteen (15) days following receipt from the Bidder of all required documents appropriately executed for the award of the contract, the Bidder shall have the right to withdraw its bid without penalty.

Skagway Bidder Preference: A bid shall be awarded to a Skagway bidder if Bidder’s bid is not more than five percent higher than the lowest responsive nonresident bidder’s. A bid shall be rejected if it contains a material alteration or an erasure. The Municipality may reject the bid of a bidder who failed to perform or failed to timely perform on a previous contract with the Municipality or any municipality. The Borough manager may reject any and all bids and waive any informalities or minor irregularities in the bids. Where all bids are rejected, and new bids are called for on substantially the same purchase or contract, each of the bidders whose bids were rejected shall be timely notified of the new call for bids and of changes, if any, in the specifications and requirements.
Ownership of Bid Submittals: Once bids are opened, they become the property of the Municipality, and shall not be returned. Bids may be withdrawn by submitting a written withdrawal request to the same address to which the bid was submitted if said request is received by the Municipality one (1) hour prior to the bid opening time and date. The bid shall be returned to the Bidder unopened.

Bid Form: Bids will be considered non-responsive if the following documents are not completely filled out and submitted at the time of bidding:

- Completed Official Bid Form
- Contracting Officer Documentation
- Non-Collusion Declaration
REQUEST FOR BIDS – BID FORM

(Contractor’s name below)

______________________________________ agrees to perform janitorial services for
the Skagway Public Restroom Janitorial Services as described in the Request for Bids
dated February 18, 2022 and in any bid addenda for the monthly lump sum of:

$___________________________
(Numeric Dollar Amount)

$_________________________________________________________________________
(Written Dollar Amount)

ACKNOWLEDGEMENT OF ADDENDUMS

The bidder acknowledges receipt of addendums to the solicitation (give number and date of each)

<table>
<thead>
<tr>
<th>ADDENDUM#</th>
<th>DATE</th>
</tr>
</thead>
</table>

Please list all employees that will be utilized for this project: (Additional sheets listing employees may be
attached if needed and must be signed by Bidder)

1.________________________________________________________

2.________________________________________________________

3.________________________________________________________

Bid Representative Signature:__________________________

Printed Name:__________________________ Phone #:__________________________

Contractor Name:__________________________ Email__________________________

Contractor Address: ____________________________________________

Date: ___________________________________________________________________

Contractor’s Alaska License Number: ________________________________________
TO THE BOROUGH MANAGER
MUNICIPALITY OF SKAGWAY

In compliance with your Request for Bids dated February 18, 2022, the Undersigned proposes to furnish and deliver all the materials, supplies and equipment and do all the work and labor required for the above referenced Project, located at or near Skagway, Alaska, according to the Project Description and for the amount and prices named herein as indicated on the Project Bid Form consisting of 1 sheet, which is made a part of this Bid.

The Undersigned declares that they have carefully examined the contract requirements and that they have made a personal examination of the site of the work; that they understand that the quantities, where such are specified in the Project Bid Form or in the Project Description, are approximate only and subject to increase or decrease, and that they are willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the Contract Documents.

The Undersigned hereby agrees to execute the said contract within 7 calendar days or such further time as may be allowed in writing by the Borough Manager, after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that in the case the Undersigned does not, the accompanying bid security shall be forfeited to the Municipality of Skagway as liquidated damages, and the Borough Manager may proceed to award the contract to others.

Signature:________________________

THIS IS TO CERTIFY that on this _________ day of _____, 20___, __________ personally appeared before me, to me known to be the individual described in and who executed the within Bid Form for the Municipality of Skagway and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

Notary Public in and for Alaska
My commission expires:________________
NON-COLLUSION DECLARATION FOR MUNICIPALITY OF SKAGWAY

The undersigned declares, under penalty of perjury under the laws of the United States, that neither they nor the firm, association, or corporation of which they are a member, has, 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 this bid.

The undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing their signature below:

_________________________________
Signature of Authorized Company representative

_________________________________
Typed name and Title of Authorized Company Representative

_________________________________      __________________________________
Phone Number                     Fax Number

THIS IS TO CERTIFY that on this _______ day of ________, 20____, _______________, personally appeared before me, to me known to be the individual described in and who executed the within Non-Collision Declaration for the Municipality of Skagway and acknowledged that he signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

_________________________________
Notary Public in and for Alaska
My commission expires:______________
This agreement is entered into on this day of __________ by and between the MUNICIPALITY of Skagway (hereinafter, MUNICIPALITY) a municipal corporation, and ______________ (hereinafter CONTRACTOR), for the purpose of providing cleaning services for the Municipality of Skagway Public Restrooms located at Shoreline Park, Small Boat Harbor, Sea Walk, Pullen Pond, and Mollie Walsh Park in Skagway, Alaska.

WITNESSETH:

WHEREAS, the MUNICIPALITY owns the public restrooms located at Shoreline Park, Small Boat Harbor, Sea Walk, Pullen Pond, and Mollie Walsh Park (Facilities); and

WHEREAS, the MUNICIPALITY wishes to contract with the CONTRACTOR to provide cleaning services for the Facilities.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed as follows:

1. DURATION:

   A. The period of performance under this contract shall commence April 21, 2022 and shall expire October 21, 2022. An initial cleaning of the facilities by the CONTRACTOR will be completed on April 21, 2022. A final cleaning of the facilities by the CONTRACTOR will be completed on October 20 and/or 21 of 2022. The MUNICIPALITY and CONTRACTOR may renew for 2 additional 1-season terms. This job must go out to bid when the contract expires. Renewals are to be exercised at the sole discretion of the MUNICIPALITY.

   B. Unless otherwise provided, the MUNICIPALITY and the CONTRACTOR agree that any holding over of the contract, excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect. Written notice to the other party of the intent to cancel such month-to-month extension will be at least fifteen (15) days before the desired date of cancellation.
2. **CONTRACTOR RESPONSIBILITIES**

A. CONTRACTOR shall perform Janitorial Services for the Shoreline Park public restroom facility located on Broadway next to the Pullen Creek Stream Walk; Small Boat Harbor public restrooms facility located at 155 Congress Way; Sea Walk public restrooms facility located at 115 Congress Way; Pullen Pond public restrooms facility located at 185 Congress Way; and the Mollie Walsh Park public restroom facility located at 200 Sixth Avenue, as specified in the Request for Bids.

B. The CONTRACTOR provides all labor to fulfill requirements of cleaning duties.

C. CONTRACTOR will be paid on the 15th and the last day of each month. If CONTRACTOR fails to comply with the contract specifications or cleaning is considered sub-standard per contract specifications, the MUNICIPALITY reserves the right to deduct 10% of the monthly rate from CONTRACTOR’s payment that is applicable (15th of month or end of month). Before any deduction of CONTRACTOR’s payment, the MUNICIPALITY must provide written verification to the CONTRACTOR, with a copy provided to the Deputy Clerk of said deficiency. CONTRACTOR will have no more than 24-hours to rectify the issue. Written notification to the CONTRACTOR and the Deputy Clerk is required from the representative stating that the deficiency has been properly resolved. If it is not resolved by CONTRACTOR, the 10% deficiency deduction will be instituted. CONTRACTORS must be notified of any deductions from their pay in writing, and must provide a written statement that they have seen the written complaints regarding the deficiency from the Representative. If the Representative does not put complaints in writing, no action will be taken and the 10% will not be deducted from the CONTRACTOR’s payments.

D. The CONTRACTOR shall perform their obligations in this Agreement as an independent contractor of the MUNICIPALITY. The CONTRACTOR is not an employee of the MUNICIPALITY and none of CONTRACTOR’s employees are employees of the MUNICIPALITY. The CONTRACTOR has no actual or apparent authority to act on behalf of the MUNICIPALITY or to represent to Third Parties that they have any authority to act on behalf of the MUNICIPALITY. The MUNICIPALITY may administer this Agreement and monitor the CONTRACTOR’s compliance with the Agreement, which administration and monitoring by the MUNICIPALITY does not change the relationship of Independent Contractor as between the CONTRACTOR and the MUNICIPALITY.

E. CONTRACTOR shall comply with all federal, state, local and clinic COVID-19 mandates and protocols, including but not limited to, any Vaccine Mandate policy adopted and implemented by the Clinic and Clinic Board in accordance with federal laws and regulations.

3. **MUNICIPALITY RESPONSIBILITIES AND AUTHORITY**

The MUNICIPALITY provides all cleaning products and supplies. The MUNICIPALITY performs all equipment or fixture maintenance and repairs.

If the MUNICIPALITY determines that the CONTRACTOR has failed to perform responsibilities require under this agreement, and if CONTRACTOR, after notice of the deficiencies, fails to
correct the deficiencies or begin correct action immediately, the CONTRACTOR shall be considered in breach of this agreement and the agreement shall terminate immediately.

5. **COMPENSATION:**

A. The MUNICIPALITY shall pay CONTRACTOR twice monthly for authorized work per this contract according to the payment schedule contained herein. Payments shall be paid on the 15th and the last day of each month (24 total payments for one year of service). The rate paid will be the monthly rate as specified in Bidder’s proposal, divided by 2, less any applicable 10% work deficiency deduction as described in Section Two - Contractor Responsibilities, Item C.

Contractor: Monthly Rate divided by two (2), less, if applicable, 10% deficiency deduction = Payment Amount.

Monthly Rate: Monthly rate ÷ 2 = $Amount per pay period.

B. It is CONTRACTOR’s responsibility to pay for CONTRACTOR’s employees. At no time and under no circumstances will the MUNICIPALITY be responsible for paying for CONTRACTOR’s employees services to Facilities.

C. No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the CONTRACTOR, will be allowed, nor may the CONTRACTOR provide any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Municipality.

6. **INDEMNITY AND INSURANCE:**

A. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and save the MUNICIPALITY harmless against and from any and all claims by or on behalf of any person, firm, or corporation, arising from the conduct or management of or from any work or thing whatsoever done in or about the premises, and from any act or omission arising out of or relating in any way to this Agreement, regardless of when such claims may have occurred, arose or accrued, which in any way relate to the premises, including, without limitation, in connection with Hazardous Materials. CONTRACTOR also agrees to indemnify, defend, and save the MUNICIPALITY harmless against and from any and all claims arising during the agreement term from any condition of the property. CONTRACTOR also agrees to indemnify, defend, and save harmless CONTRACTOR from any and all claims, including but not limited to physical injury, property damage, special damages, consequential damages, expenses, costs, and attorney fees, directly or indirectly arising out of, in connection with, or incident to the operation of the premises or arising from any breach or default on the part of CONTRACTOR in the performance of any covenant or agreement on the part of CONTRACTOR to be performed, pursuant to the terms of this agreement, or arising from CONTRACTOR’s failure to comply with any law, ordinance, or regulation of any governmental body, or arising from any negligent act
or omission of CONTRACTOR or any of its agents, CONTRACTORs, servants, employees, licensees, and guests. CONTRACTOR’s obligation to defend, indemnify, and save the MUNICIPALITY harmless shall include CONTRACTOR’s payments of reasonable actual legal fees. CONTRACTOR’s duty to defend and indemnify is not limited or restricted by the amount of insurance specified in part B below.

B. **CONTRACTOR INSURANCE:** The CONTRACTOR will, at their own expense, secure and maintain and will file with the MUNICIPALITY the following proper and acceptable insurance coverage, including defense and indemnification of the MUNICIPALITY:

i. Worker’s Compensation Insurance in compliance with the laws of the jurisdiction where the work is being performed if applicable.

ii. Commercial General Liability Coverage: Limit $1,000,000 Bodily Injury and Property Damage, combined Single Limit. Coverage to include subjects substantially as follows: Premises Operation, Products/Completed Operations, Independent CONTRACTORs, Blanket Contractual, Broad Form Property Damage, Personal Injury with Exclusion “C” Deleted.

iii. A lapse in insurance coverage is a material breach of this Agreement which shall result in immediate termination of the Agreement, pursuant to Section 8.

Each policy of insurance required by this section shall provide for no less than 30 days’ advance notice to the MUNICIPALITY prior to cancellation. No contract for services shall be issued or continued unless there is presented to the MUNICIPALITY of Skagway a certificate of insurance showing that the business owner/operator has obtained at least one million dollars ($1,000,000.00) general liability insurance. Proof of such insurance shall be provided to the MUNICIPALITY as a condition of entering the contract. Failure to maintain such insurance shall constitute a breach of contract. The certificate of insurance must establish that the MUNICIPALITY is named as an additional insured on such policy.

C. **HAZARDOUS WASTE RESPONSIBILITY:** CONTRACTOR represents and warrants that the premises will never be used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance. The term “Hazardous Waste or Substance” means hazardous or toxic substances, materials or wastes, including but not limited to any substance, material or waste which is (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls (PCBs); (iv) toxic or hazardous substances as defined in Alaska Statute 18.60.105 or 46.03.826, and associated regulations; (v) designated as a “Hazardous Substance” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. ' 9601, et. seq.; (vi) designated as a “Hazardous Waste” pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. ' 6901, et. seq.; (vii) designated as a “Hazardous Substance” under the Clean Water Act, 33 U.S.C. ' 1321, or listed pursuant to 33 U.S.C. § 11317; (viii) listed by the U.S. Department of Transportation at 49 C.F.R. Part 302; and (ix) any other substance, waste or material which is regulated as hazardous or dangerous by any Federal, State or local agency.
CONTRACTOR agrees to hold the MUNICIPALITY harmless and to indemnify and defend the MUNICIPALITY against any and all claims and losses resulting from CONTRACTOR’s breach of this paragraph, including, but not limited to, any loss, damage, liability, cost, or expense, including reasonable actual attorneys’ and consultants’ fees and expert fees, and including without limitation: (i) any claims of third parties for personal injury, property damage, or other harm; and (ii) any response costs, costs of remedial, restoration or clean-up actions, fines suffered or incurred by the MUNICIPALITY arising out of or related to the presence of Hazardous Materials in, on, or under the property, or out of any such use of the property, or due to the incorporation of such materials. This obligation to indemnify, defend, and hold the MUNICIPALITY harmless shall survive the term of this agreement and include any claim, cause of action or administrative regulatory enforcement action in which CONTRACTOR or the MUNICIPALITY are determined or alleged to be a potentially responsible party.

6. DEFAULT:

When the MUNICIPALITY determines that the provisions of this agreement are not being met and attempts to resolve the matter are unsuccessful, written notice shall be given to the CONTRACTOR stating the nature of the deficiency and necessary corrective action. CONTRACTOR shall either take immediate corrective action or respond to the MUNICIPALITY in writing within ten calendar days stating the reason for noncompliance and a schedule for compliance. If the MUNICIPALITY determines this response unacceptable, in its sole discretion, the MUNICIPALITY shall give CONTRACTOR written notice of default. In the event of default, CONTRACTOR shall have ten calendar days from receipt of notice to remove personal property and vacate the premises. If such property is not removed within this time period, the MUNICIPALITY may take possession of the property and dispose of the property without any liability to the CONTRACTOR.

7. MODIFICATION:

A. Additional work can be subtracted or added to contract based on decreasing or increasing needs of MUNICIPALITY. Any additional work or hours added to contract must be done in writing with at least 30-days written notice to CONTRACTOR. The price per square foot of any decrease or increase will be equal to the contract price per square foot. The contract price per square foot will be calculated as follows:

\[
\text{The total monthly price} \div 5,450 \text{ sq. ft.} = \text{the price per square foot}
\]

B. CONTRACTOR acknowledges and agrees that they have had full opportunity to independently verify the square footage specified in this contract and after conducting their own independent verification or choosing not to do so, CONTRACTOR accepts the square footage specified in this contract as binding and they knowingly and intelligently forever waive any and all right to challenge the square footage as being not accurate and they knowingly and intelligently forever waive any right to bring any cause of action of any kind or nature alleging any inaccuracy as to the square footage stated in this contract.
C. This contract may be modified in writing only and must be signed by the mutual consent of both parties.

7. **TERMINATION:**

The MUNICIPALITY or CONTRACTOR may terminate this agreement at any time by giving no less than 30 days written notice to the other party of such termination and specifying the effective date of such termination.

8. **TERMS AND CONDITIONS:**

This Agreement specifically supersedes any prior written or oral agreements between parties relating to the property as described in this agreement.

9. **NOTICE:**

All notices and requests in connection with this agreement shall be in writing and shall be addressed as follows:

**MUNICIPALITY:** MUNICIPALITY of Skagway
Borough Manager
P.O. Box 415
Skagway, AK 99840

**CONTRACTOR:** Name
P.O. Box ______
Skagway, AK 99840
Phone number

10. **MISCELLANEOUS:**

A. The Superior Court for the First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction and venue for any action of any kind or any nature. CONTRACTOR specifically agrees that trial in any action filed shall be in Skagway, Alaska.

B. This agreement is binding upon the heirs, successors and assign of the parties.

C. This agreement represents the entire agreement of the parties and no other agreement whether oral or written which is not specifically set forth in this agreement or an addendum to this agreement will have any force or effect upon the other party. CONTRACTOR specifically understands and agrees that no municipal employee, Assembly member, or the Mayor has any authority to verbally modify this agreement, and any modifications must be in writing approved by the Assembly.
D. The MUNICIPALITY’s waiver of any term or condition in this agreement shall not constitute a waiver of any term or condition in this agreement.

E. If any term of this agreement is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions of this agreement shall be valid and binding upon the parties.

F. Titles and headings to sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this agreement.

G. CONTRACTOR is not relying on any representations by a municipal employee, officer, assembly member, consultant or attorneys. CONTRACTOR acknowledges they have had a full opportunity to consult with their own attorney before entering this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

_________________________________    ________________________________
Andrew Cremata, Mayor                     Name, CONTRACTOR
For the Municipality of Skagway            For

Date ___________________________    Date ___________________________

ATTEST:

_________________________________
Steve Burnham Jr., Borough Clerk
(SEAL)
Appendix A
Duties and Instructions
Skagway Public Restrooms Janitorial Services
Shoreline Park, Small Boat Harbor, Sea Walk, Pullen Pond, and Mollie Walsh Park

I. Intent:
The Municipality of Skagway (MOS), is soliciting proposals for janitorial services for Shoreline Park, Small Boat Harbor, Sea Walk, Pullen Pond, and Mollie Walsh public restrooms. The successful bidder for the Skagway Public Restrooms Janitorial Services will be responsible for meeting the requirements for all specific cleaning directions detailed below and as agreed upon with MOS.

It is Contractor’s responsibility to ensure all of Contractor’s employees are aware of all conditions and requirements as outlined in the Contract and the Scope of Work documents specific to these facilities. It is Contractor’s responsibility to ensure proper training of all of Contractor’s employees before any services are provided.

II. Location
Services for this contract will be Shoreline Park, Small Boat Harbor, Sea Walk, Pullen Pond, and Mollie Walsh Park restrooms.

III. Background Check
The successful Bidder and all employees must pass a basic background check. If for any reason it is deemed in the best interest of the MOS to deny a contract to a specific bidder, the MOS may award the contract to another prospective bidder or re-post the Request for Bids to the public.

IV. Contract
1. The successful Contractor may not proceed with any services until a contract is executed and signed by both parties. If Contractor proceeds with services prior to receiving a fully executed contract, they do so at their own risk.
2. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the MOS.
3. The Contractor shall not delegate duties or otherwise subcontract work or services under this Agreement without prior written approval by the MOS.
4. No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor provide any work or furnish any material not covered by the contract unless the work or material is ordered in writing by MOS.
5. The Contractor shall perform their obligations in this Agreement as an independent contractor of the MOS. The Contractor is not an employee of the MOS. None of Contractor’s employees are employees of the MOS. The Contractor has no actual or apparent authority to act on behalf of the MOS or to represent to Third Parties that they have any authority to act on behalf of the
MOS. The MOS may administer this Agreement and monitor the Contractor’s compliance with the Agreement, which administration and monitoring by the MOS does not change the relationship of Independent Contractor as between the Contractor and the MOS.

6. Contractor is advised that funds are available for the initial term of the contract. Payment and performance obligations for additional terms of the contract are subject to the availability and appropriation of funding.

V. Personnel
1. Contractor must be trained by MOS prior to work start in handling bio-hazardous materials. Contractor is fully responsible for training all employees. Other employees used to fill in for employee vacations or due to sickness must also be trained in biohazard handling prior to work start. Any extra persons brought in for assistance to Contractor will not be an additional charge to the MOS.
2. Contractor shall establish a mutually agreeable regular line of communication with the MOS.
3. Contractor and any employees working in MOS Public Restrooms will wear non-sterile gloves while performing work under this contract. The MOS will provide Contractor and any employees working in the MOS Public Restrooms annual training to comply with OSHA standards regarding occupational exposure to blood-borne pathogens.
4. Smoking is not permitted in the MOS buildings. Contractor and employees may not make use of any MOS space for personal use.

VI. Inspection and Reports:
MOS may inspect the facilities in a reasonable manner to review Contractor’s work in accordance with the contract terms. MOS shall provide a written report of the inspection to the Contractor. If the results of the inspection are negative or a deficiency is discovered the MOS shall notify Contractor in writing of the deficiency and the remedy for correcting the deficiency as outlined below.

1. If Contractor fails to comply with the contract specifications or cleaning is considered sub-standard per contract specifications, the MOS reserves the right to deduct 10% of the monthly rate from Contractor’s payment that is applicable. Before any deduction of Contractors payment, the MOS must provide written notification to the Contractor, with a copy provided to the Deputy Clerk of said deficiency. Contractor will have no more than 24-hours to rectify the issue. Written notification to the Contractor and the Deputy Clerk is required from the MOS stating that the deficiency has been properly resolved. If it is not resolved by Contractor, the 10% deficiency deduction will be instituted. Contractor must be notified of any deductions from his/her pay in writing, and must provide a written statement that he/she has seen the written complaints regarding the deficiency from the MOS.
2. If the MOS does not put complaints in writing, no action will be taken and the 10% will not be deducted from the Contractors payments.
3. It is the Contractor’s responsibility to provide a substitute person to perform their job duties in their absence. It is the Contractor’s responsibility to pay substitute person’s any wages due, not the MOS. Absence of Contractor is limited to emergency situations, planned vacations, or health reasons. This Contract may not be transferred or subcontracted to any other party not listed in the original contract.
VII. **Supplies and Equipment**
1. MOS is responsible for ordering supplies. Supplies include, but are not limited to waste bags, biohazard (RED) bags, liquid hand soap, toilet paper, paper hand towels, trash bags, disinfectant cleaners, etc.
2. MOS shall provide all non-sterile gloves, mops, brooms, floor scrubbers, cleaners, bleaches, disinfectants, waxes, strippers, cleaning rags, and any other supplies and equipment necessary to perform the services required under this Contract. All supplies not carrying manufacturer’s original label shall be labeled by the Contractor as to the container’s contents.
3. The MOS shall ensure that storage rooms are made available to the Contractor to store all equipment, materials, and supplies used in the performance of the Contract. Contractor is responsible for keeping the storage areas in a neat, orderly and odor free condition at all times.
4. MOS shall not be responsible for supplying any vehicles or transportation.
5. Contractor shall be responsible for supplying vehicles and transportation.

VIII. **Payment**
1. The MOS shall pay Contractor twice monthly for authorized work per this contract according to the payment schedule contained herein. Payments shall be paid on the 15th and the last day of each month (24 total payments for one year of service). The rate paid will be the monthly rate as specified in Bidder’s proposal, divided by 2, less any applicable 10% work deficiency deduction as described in the contract, Section Two - Contractor’s Responsibilities, Item C. Contractor: Monthly Rate divided by two (2), less, if applicable, 10% deficiency deduction = Payment Amount.
2. It is Contractor’s responsibility to pay for Contractor’s employees. At no time and under no circumstances will the MOS be responsible for paying for Contractor’s employees services to Facility.
3. No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor provide any work or furnish any material not covered by the contract unless the work or material is order in writing by the MOS.

IX. **Service Duties**
1. It is the Contractor’s responsibility to ensure the facilities are maintained at a high standard of cleanliness. All plumbing fixtures, stall dividers, floors, walls, countertops, changing stations, and doors shall be cleaned twice daily. Once late morning/early afternoon and once late evening, around or after cruise ship departure. Specific times shall be determined by MOS.

- The following facility areas are part of this contract:
  - Mollie Walsh: Men’s, Women’s and 6 individual restrooms
  - Pullen Pond: Men’s and Women’s restrooms
  - Small Boat Harbor: Men’s and Women’s restrooms
  - Sea Walk: Men’s and Women’s restrooms
  - Shoreline Park: Men’s and Women’s restrooms
Contractor shall work with MOS to determine best times to clean facilities providing least disruption for visitors. There will be a calendar at each facility where the contractor will write check in and check out times when cleaning was done.

The MOS will provide to the Contractor training on proper care and cleaning methods for all Facility surfaces. The training shall include appropriate cleaning tools, material and cleaning agents and solutions. No corrosive, caustic or acidic cleaning agents that may cause damage to facility surfaces if improperly used are acceptable unless approved by the MOS. Contractor may not use any abrasive cleaning materials, such as steel wool and scouring powders, which tend to streak or abrade porcelain fixtures.

2. **Security:**
   - The MOS will provide Contractor with 2 sets of keys for access to service areas. NO BUILDING KEYS MAY BE COPIED.
   - Contractor shall be accountable for keys provided by the MOS. In the event that Contractor or Contractor’s employees lose any keys, Contractor shall be financially responsible for replacement of applicable locks and replacement keys that have been compromised by Contractor’s negligence.
   - Minor’s, including family members of the Contractor or Contractor’s employees, are prohibited from performing work on this contract.

3. **Damages:**
   Contractor shall be responsible to repair, replace, or indemnify the MOS for property damaged by Contractor or Contractor’s employees.

4. **Handling Biohazards:**
   In the event of a biohazard presence the contractor will clean up using proper PPE, disinfect area and place contaminated materials in proper biohazard bag. MOS will collect and properly dispose of biohazard bags.

5. **Trash Removal:**
   - All trash shall be taken to the Fifth Avenue Public Works shop dumpster.
   - Any items found in facilities (clothes, phones, cameras, etc..) will be taken to PD and reported lost and found.

6. **Repair/Replacement:**
   Contractor shall report daily to the MOS all conditions in the facilities requiring repair such as broken fixtures, leaking utility pipes, and faulty electric switches. All repairs will be done by the MOS.