



# MUNICIPALITY OF SKAGWAY

GATEWAY TO THE KLONDIKE

P.O. BOX 415, SKAGWAY, ALASKA 99840

(PHONE) (907) 983-2297

(FAX) (907) 983-2151

[www.skagway.org](http://www.skagway.org)

**April 5, 2022  
Bid Tabulation**

## **REQUEST FOR BIDS – Janitorial Services for City Hall, AB Hall & Library**

<b>Bidder</b>	<b>Total Bid Monthly</b>
Clean Freak Custodial	\$4,400

REQUEST FOR BIDS – BID FORM

(Contractor's name below)

Clean Freak Custodial agrees to perform janitorial services for City Hall, AB Hall, and the Skagway Public Library as described in the Request for Bids dated March 11, 2022 and in any bid addenda for the monthly lump sum of:

\$ 4,400  
(Numeric Dollar Amount)

\$ four thousand four hundred dollars  
(Written Dollar Amount)

ACKNOWLEDGEMENT OF ADDENDUMS

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

ADDENDUM#				
	1			
DATE	3/23/2022			

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. Rebecca Radey
2. Christian Wallace
3. \_\_\_\_\_

Bid Representative Signature: Chris Wallace

Printed Name: Christian Wallace Phone # 907 612 0912

Contractor Name: Clean Freak Custodial Email christianwallace@yahoo.com

Contractor Address: 1202 Alaska St

Date: 4/3/2022

Contractor's Alaska License Number: 2153325



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## REQUEST FOR BIDS JANITORIAL SERVICES FOR CITY HALL, AB HALL, & LIBRARY March 11, 2022

The Municipality of Skagway is accepting bids to provide janitorial services for Skagway Municipal Buildings including: City Hall (700 Spring St.), AB Hall (245 Broadway), and the Skagway Public Library (769 State St.). These locations include municipal office spaces and public areas, with multiple bathroom facilities within each building.

A full copy of the Request for Bids can be obtained by e-mailing [a.lawson@skagway.org](mailto: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. "Janitorial Services for City Hall, AB Hall, & Library"
2. Date and Time of Bid Due Date (April 5, 2022 at 2:00 p.m.)
3. Bidder's name

Bids are due no later than 2:00 p.m., April 5, 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, April 5, 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 City Hall, AB Hall, and the Skagway Public Library 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](mailto:manager@skagway.org), cc [e.deach@skagway.org](mailto:e.deach@skagway.org) and [a.lawson@skagway.org](mailto:a.lawson@skagway.org), prior to March 22, 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 May 1, 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. Proof of insurance shall be provided to the Municipality as a condition of entering the contract. Any failure to maintain workers' compensation insurance during the term of the agreement shall constitute a material breach of the contract.

**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 22, 2022 at 2:00 p.m. by email at [manager@skagway.org](mailto:manager@skagway.org), cc [e.deach@skagway.org](mailto:e.deach@skagway.org) and [a.lawson@skagway.org](mailto: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
- W-9

**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). The name on submitted bid must be the same name that the successful Bidder intends to use in the executed contract. Additionally, all licensing, agreements, proof of insurance, and W-9 documentation must be in the same name as the Bidder notated on submitted bid.

**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
- Municipal Business License in the name of the Bidder
- State Business License in the name of the Bidder



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**REQUEST FOR BIDS – BID FORM**

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**(Contractor's name below)**

\_\_\_\_\_ agrees to perform janitorial services for City Hall, AB Hall, and the Skagway Public Library as described in the Request for Bids dated \_\_\_\_\_, 2022 and in any bid addenda for the monthly lump sum of:

\$ \_\_\_\_\_  
**(Numeric Dollar Amount)**

\$ \_\_\_\_\_  
**(Written Dollar Amount)**

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**ACKNOWLEDGEMENT OF ADDENDUMS**

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

<b>ADDENDUM#</b>				
<b>DATE</b>				

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: \_\_\_\_\_

**Contracting Officer Document**

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(Project Name)

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Company Name

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Company Address (Street or P.O. Box, City, State, Zip)

**TO THE BOROUGH MANAGER  
MUNICIPALITY OF SKAGWAY**

In compliance with your Request for Bids dated April 5, 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: \_\_\_\_\_

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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.

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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.

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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

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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-Collusion 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: \_\_\_\_\_



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## SAMPLE/ATTACHMENT A

### **Municipality of Skagway DRAFT Janitorial Services Agreement for City Hall, AB Hall, & Library**

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 janitorial services for the Municipality of Skagway buildings including: City Hall, AB Hall, and the Skagway Public Library located in Skagway, Alaska.

#### **WITNESSETH:**

**WHEREAS**, the MUNICIPALITY owns the municipal buildings located at 700 Spring Street, 245 Broadway Street, and 769 State Street (Facilities); and

**WHEREAS**, the MUNICIPALITY wishes to contract with the CONTRACTOR to provide janitorial 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 May 1, 2022 and shall terminate automatically on April 30, 2023. One- or multiple-year renewals or a new contract are in the sole discretion of the MUNICIPALITY.
- B. Unless otherwise provided, the MUNICIPALITY and the CONTRACTOR agree that any holding over of the contract, if permitted by the Municipality 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 City Hall (McCabe Building) located at 700 Spring Street, AB Hall located at 245 Broadway Street, and the Skagway Public Library located at 769 State Street; as specified in the Request for Bids. CONTRACTOR is responsible for the cleaning of the entirety of the areas at these locations.
- B. The CONTRACTOR provides all labor to fulfill requirements of cleaning duties.
- C. CONTRACTOR will be paid on the 15<sup>th</sup> 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 (15<sup>th</sup> 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, and local COVID-19 mandates and protocols,

## 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.

## 4. **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  $\div$  2 = \$Amount per pay period.

- B. It is CONTRACTOR's responsibility to pay for CONTRACTOR's employees and subcontractors. At no time and under no circumstances will the MUNICIPALITY be responsible for paying for CONTRACTOR's employees or subcontractors 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.

## 5. **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:**

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.

This contract may be modified in writing only and must be signed by the mutual consent of both parties.

**8. 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.

**9. TERMS AND CONDITIONS:**

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



**10. 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 \_\_\_\_\_

**11. 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  
For the Municipality of Skagway

\_\_\_\_\_  
Name, CONTRACTOR  
For

Date \_\_\_\_\_

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Steve Burnham Jr., Borough Clerk  
(SEAL)

**Appendix A**  
**Duties and Instructions**  
**Municipality of Skagway**  
**Municipal Facilities**

**1. Intent:**

- a. The Municipality of Skagway (MOS), is soliciting proposals for janitorial services for City Hall, AB Hall, and the Skagway Public Library. The successful bidder for the Janitorial Services of Municipal Facilities will be responsible for meeting the requirements for all specific cleaning directions detailed below and as agreed upon with MOS.
- b. 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 this Facility. It is Contractor's responsibility to ensure proper training of all of Contractor's employees before any services are provided.

**2. Location**

- a. Janitorial services for this Contract will be provided at the following Municipal facilities:
  - McCabe Building - City Hall Offices
  - AB Hall - Visitor Center
  - Skagway Public Library

**3. Contract**

- a. 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 Municipality of Skagway.
- b. The Contractor shall not delegate duties or services under this Agreement without prior written approval by the Municipality.
- 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 order in writing by the Municipality.
- 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. 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.

#### **4. Personnel**

- a. Contractor may find it necessary to bring in additional staff for cleaning and maintenance. The person(s) must be pre-approved by Municipality. Any extra persons brought in for assistance to Contractor will not be an additional charge to the Municipality.
- b. Contractor shall establish a mutually agreeable regular line of communication with the Municipality.
- c. Contractor shall notify the Municipality of any additional employees at least one day prior to their start date. Any employee objectionable to the Municipality shall not be granted access to Municipal facilities to perform the services as specified in this contract.
- d. Smoking is not permitted in Municipal buildings. Contractor and employees may not make use of any Municipal space for personal use.

#### **5. Inspection:**

- a. The Municipality/Departments may inspect building premises in a reasonable manner to review Contractor's work in accordance with the contract terms. If the results of the inspection are negative or a deficiency is discovered, Department shall follow the procedure as stated in *Section Two: Contractor Responsibilities* of the Contract.
- b. If Contractor will be unavailable to provide their services, advance notice must be given to the Municipality. It is the Contractor's responsibility to provide a substitute person to perform their job duties in their absence, and pre-approval by Municipality is required. It is the Contractor's responsibility to pay substitute person's any wages due, not the Municipality. 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

#### **6. Supplies and Equipment**

- a. Contractor is responsible for ordering and picking up supplies, which are billed directly to the Municipality. Supplies include, but are not limited to waste bags, liquid hand soap, toilet paper, paper hand towels, trash bags, disinfectant cleaners, vacuum bags, 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, except when supplies are provided by the Municipality's bulk orders. Contractor is responsible for ordering, but must obtain pre-approval from the Municipality/Department for larger items such as vacuum cleaners, carpet runners/mats, etc. Any faulty equipment provided by the Municipality shall be reported by the Contractor to the Municipality and shall be removed immediately and replaced as expeditiously as possible.

#### **7. Payment**

- a. The Municipality shall pay Contractor twice monthly for authorized work in accordance to the payment schedule contained in *Section Four: Compensation* of the Contract.

- 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 Facility.
- 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 order in writing by the Municipality.

## **8. Service Duties**

- a. Building areas must be kept in a clean and sanitary condition. Although certain tasks may not be specifically itemized under each department, it is expected that the Contractor will assure that each facility is clean. Restrooms must be cleaned and disinfected as necessary. Towel, paper and soap dispensers must be stocked at all times. Contractor must conform to all specific cleaning directions detailed below and as agreed upon with Department. It is the Contractor's responsibility to ensure Facilities are maintained at a high standard of cleanliness and shall follow the general guidelines for each facility as specified below.

### **CITY HALL–McCABE BUILDING – Museum is not included**

#### **SUMMER: MAY 1<sup>st</sup> – SEPT 30<sup>th</sup> (Estimated 14 hrs. per week)**

##### **First Floor Entrance:**

*FIVE DAYS A WEEK* - Vacuum/mop main traffic and entrance areas, including stairs; clean door window(s) and window sills at least weekly.

##### **Second Floor:**

*FIVE DAYS A WEEK* - Clean and stock restrooms; vacuum main traffic areas and hallway; clean municipal offices and public areas; clean door window(s), empty trash.

*WEEKLY* (or more often if required) – wash restroom floors, thoroughly vacuum (under & behind desks, along baseboards etc.); dust or wipe down desks & work surfaces, file cabinets, window ledges, radiators & blinds. Clean assembly chambers, including floors, dusting window ledges, radiators, tables, and benches. Vacuum back stairwell. Clean and remove cobwebs from corners, ceilings, windows, and light fixtures.

#### **WINTER: OCT 1<sup>st</sup> – APR 30<sup>th</sup> (Estimated 10 hrs. per week)**

##### **First Floor Entrance:**

*THREE TIMES A WEEK* - Vacuum/mop entrance/main traffic area, clean windows and sills.

##### **Second Floor:**

*FIVE DAYS A WEEK* - Clean and stock washrooms; vacuum main traffic areas and hallway, clean municipal offices and public areas; clean all door windows & empty trash.

*WEEKLY* - wash restroom floors, thoroughly vacuum (under desks, along baseboards etc.); dust/wipe down desks, work surfaces, file cabinets, window ledges & blinds, surfaces, file

cabinets, window ledges, radiators & blinds. Clean assembly chambers, including floors, dusting window ledges, tables, and benches. Clean and remove cobwebs from corners, ceilings, windows, and light fixtures.

### **LIBRARY**

#### **SUMMER: MAY 1<sup>st</sup> – SEPT 30<sup>th</sup> (Estimated 12 hrs. per week)**

*DAILY*: clean and stock restrooms; empty trash; vacuum main traffic areas.

*TWICE WEEKLY*: vacuum building throughout & clean the entryway windows, windowsills, and glass doors.

#### **WINTER: OCT 1<sup>st</sup> – APR 30<sup>th</sup> (Estimated 6 hrs. per week)**

*FIVE DAYS A WEEK*: clean and stock restrooms, empty trash; vacuum main traffic areas.

*TWICE WEEKLY*: vacuum building throughout & clean the entryway windows, windowsills, and glass doors.

### **VISITOR CENTER – AB HALL**

#### **SUMMER: MAY 1<sup>st</sup> – SEPT 30<sup>th</sup> (Estimated 10 hrs. per week)**

*DAILY*: Clean and restock washroom, clean counters & mirrors, windowsills, vacuum/sweep throughout, mop & wax washroom floor, empty all trash bins.

*THREE TIMES A WEEK*: Clean windows inside and out. Sweep/vacuum floors along walls, under desks, tables, benches & brochure racks. Sweep break room and stairs.

#### **WINTER: OCT. 1 – APR. 30<sup>th</sup> (Estimated 5 hrs. per week)**

*FIVE DAYS A WEEK*: Clean and restock washroom, clean counters & mirrors, windowsills, vacuum/sweep throughout, mop & wax washroom floor, empty all trash bins. Empty trashcans in break room and Director's office.

*ONCE A WEEK*: Sweep floors along walls, under desks, tables, benches & brochure racks. Sweep break room and stairs.

## **9. Security:**

- a. The Municipality will provide Contractor with keys required for access to service areas. NO BUILDING KEYS MAY BE COPIED.
- b. Contractor shall be accountable for keys and any access devices provided by the Municipality. In the event that Contractor or Contractor's employees lose any keys or access devices, Contractor shall be financially responsible for replacement of applicable locks and replacement keys that have been compromised by Contractor's negligence. The Municipality must be notified immediately in the event of a lost entrance key. Any and all keys shall be returned to the Municipality within 24 hours of the termination of the Agreement for Janitorial Services, regardless of who terminates the Agreement and regardless of cause for termination. If the Contractor fails to comply with this provision, the Municipality shall withhold any and all payments due the Contractor until all keys are returned to the Municipality. The failure to comply fully with all provisions of this section

shall constitute a material breach of the Agreement and the Municipality may, in its sole discretion, immediately terminate the Agreement.

- c. At no time shall the work performed interfere or cause a distraction to occupants and facility users. Contractor shall not touch or disturb any files, any other belongings and papers of the occupants, or use telephones for personal use. Contractor shall not open any desk drawers or cabinets.

**10. Damages:**

- a. Contractor shall be responsible to repair, replace, or indemnify the MOS for property damaged by Contractor or Contractor's employees.

**11. Handling Biohazards:**

- a. 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.

**12. Trash Removal:**

- a. All trash shall be taken to the dumpsters located at each municipal building.
- b. Any items found in Facilities (clothes, phones, cameras, etc.) will be given to the appropriate department and reported lost and found with Police Department if needed.

**13. Repair/Replacement:**

- a. Contractor shall report 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.



## ADDENDUM NO. 1

### JANITORIAL SERVICES FOR CITY HALL, AB HALL, & LIBRARY Request for Bids (RFB)

**ADDENDUM NO.:** ONE

**CURRENT BID SUBMISSION DEADLINE:**

April 5, 2022

2:00 p.m. Local Time

**PREVIOUS ADDENDA:** NONE

**ISSUED BY:** Municipality of Skagway  
P.O. Box 415  
Skagway, Alaska 99840

**DATE ADDENDUM ISSUED:** **March 23, 2022**

The following amendment is hereby made a part of the documents for the Municipality of Skagway Janitorial Services for City Hall, AB Hall, & Library RFB dated March 11, 2022. In case of conflicts between this Addendum and previously issued documents, this Addendum shall take precedence. The Municipality will not respond to technical questions received after the deadline of March 22, 2022. The following items of the RFB are modified as herein indicated. All other items remain the same.

**AMENDMENT TO RFB:**

Appendix A, Section 8 Service Duties, Page 20:

VISITOR CENTER – AB HALL

SUMMER: MAY 1st – SEPT 30th (Estimated 10 hrs. per week)

DAILY: Clean and restock washroom, clean counters & mirrors, windowsills, vacuum/sweep throughout, mop & wax washroom floor, empty all trash bins.

THREE TIMES A WEEK: Clean windows inside and out. Sweep/vacuum floors along walls, under desks, tables, benches & brochure racks. Sweep break room and stairs.

WINTER: OCT. 1 – APR. 30th (Estimated 5 hrs. per week)

~~FIVE~~ **TWO** DAYS A WEEK: Clean and restock washroom, clean counters & mirrors, windowsills, vacuum/sweep throughout, mop & wax washroom floor, empty all trash bins. Empty trashcans in break room and Director's office.

ONCE A WEEK: Sweep floors along walls, under desks, tables, benches & brochure racks. Sweep break room and stairs. **Mop washroom floor.**

**SEMI-ANNUALLY IN APRIL AND OCTOBER: Wax wooden floors.**