



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

January 17, 2023

Bid Tabulation

REQUEST FOR BIDS – RV Park Management

Heger Construction	\$125,000.00
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MUNICIPALITY OF SKAGWAY
BID CHECKLIST

Date: 1-13-2023

Project: Skagway municipal RV Park mgmt.

Contractor Name: _____

Bid Amount: \$ 125,000.00

Was Bid received on time? Yes No

Alt. Bid Amount \$ _____

Local Bidder (-5%) \$ _____

Is the Project Bid Form completed properly, listing any addendums, subcontractors, the amounts, and is it signed and dated? Yes No

Has the Schedule of Values been completed? Yes No N/A

Is the Contracted Officer Document signed and notarized? Yes No

Is the Non-Collusion Declaration completed properly, signed and notarized? Yes No

Is the Bonding Exemption Checklist completed and notarized? Yes No N/A

If contractor does not meet requirements with the Bonding Exemptions, is payment and performance bonding provided? Yes No N/A

REQUEST FOR BIDS – BID FORM

(Contractor's name below)

Heger Construction agrees to provide all labor to manage Municipal RV Parks and to perform the duties and requirements as described in the Request for Bids dated 1/13/2023 and in any bid addenda for the total lump sum of:

\$ 125,000.-
(Numeric Dollar Amount)

\$ One Hundred Twenty Five Thousand
(Written Dollar Amount)

ACKNOWLEDGEMENT OF ADDENDUMS

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

ADDENDUM#	<u>1</u>			
DATE	<u>1/9/2023</u>			

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

1. _____
2. _____
3. _____

Bid Representative Signature: Lucas Heger

Printed Name: Lucas Heger Phone # 907-612-0070

Contractor Name: Heger Construction Email Lucas@skagwayspirits.com

Contractor Address: PO Box 146 Skagway AK 99840

Date: 1/13/23

Contractor's Alaska License Number: 101263

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:

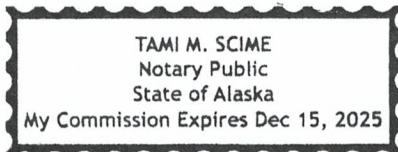
Lucas Heger
Signature of Authorized Company representative

Lucas Heger
Typed name and Title of Authorized Company Representative

907-983-2040 Phone Number 907-612-0070 Fax Number
Cell

Lucas Heger THIS IS TO CERTIFY that on this 13th day of Jan, 2022,
Lucas Heger 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.



Tami M. Scime
Notary Public in and for Alaska
My commission expires: 12/15/2025

Contracting Officer Document

Skagway RV Park Management
(Project Name)

Heger Construction LLC
Company Name

PO Box 146 Skagway AK 99840
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, 1/13/2023, the Undersigned proposes to furnish and deliver all the materials, supplies and equipment and do all the work and labor required in the construction of the above referenced Project, located at or near **Skagway, Alaska**, according to the plans and specifications 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.

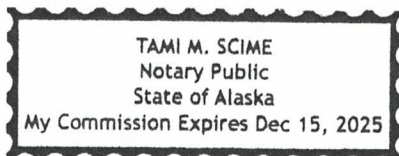
The Undersigned declares that he has carefully examined the contract requirements and that they have made a personal examination of the site of the work; that they understand that the quantities, where such are specified in the Project Bid Form or on the plans for this project, are approximate only and 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: Lucas Heger

THIS IS TO CERTIFY that on this 13th day of Jan, 2023,
Lucas Heger 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.



Tami M Scime
Notary Public in and for Alaska
My commission expires: 12/15/2025



ADDENDUM NO. 1

SKAGWAY RV PARK MANAGEMENT Request for Bids (RFB)

ADDENDUM NO.: ONE **CURRENT BID SUBMISSION DEADLINE:**
January 13, 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: January 9, 2023

The following corrections, changes, additions, deletions, revisions, clarifications, and responses to technical questions submitted by the deadline are hereby made a part of the documents for the Municipality of Skagway RV Park Management RFB dated December 20, 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 January 6, 2023. The following items of the RFB and Contract are modified as herein indicated. All other items remain the same.

AMENDMENTS TO RFB:

GENERAL CONDITIONS AND NOTICES, CONTRACTOR RESPONSIBILITIES

- Shall at all times provide sufficient employees to operate and maintain the RV parks while open, additionally providing on-site staff from 7:00 a.m. to 10:00 a.m. and 4:00 p.m. to 7:00 p.m. each day, and be able to respond to all calls, problems and needs of RV Park guests 24 hours every day between the following timeframe: April 1 through **October 31** of each year. The CONTRACTOR will work with Public Works to open at least one RV Park by April 15th (weather permitting) with the second one open no later than May 1st of each year. The CONTRACTOR shall not close the RV parks during that time without written authorization from the MUNICIPALITY. Any closure of the RV parks by the CONTRACTOR without MUNICIPALITY approval shall constitute a default and a material breach of this Agreement, and the MUNICIPALITY may terminate the Agreement immediately in its sole option.

Total number of pages contained within this Addendum: 1



MUNICIPALITY OF SKAGWAY

GATEWAY TO THE KLONDIKE
P.O. BOX 415, SKAGWAY, ALASKA 99840
(PHONE) (907) 983-2297
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www.skagway.org

December 20, 2022 REQUEST FOR BIDS Skagway Municipal RV Park Management

The Municipality of Skagway is accepting bids for the management of Pullen Creek RV Park and Garden City RV Park for the 2023/2024 season from April 8, 2023 through April 15, 2024.

The Municipality will compensate the RV Park manager a not-to-exceed amount per season. Bidders shall submit a bid to manage the RV Parks under the terms set forth in the RFB and sample agreement (Attachment A). This is a competitive bid process, and the Municipality intends to award based on the bid that is of greatest financial benefit to the Municipality.

The successful bidder will be responsible to manage daily operations and business needs of the RV parks, keep records of transactions, input and timely keep any informational management tools, clean all bathrooms and facilities of the RV parks, keep the dumping stations rinsed off and sanitary. Complete spring, -summer, and -fall landscaping/groundskeeping including, but not limited to mowing, watering, raking and other basic outdoor facilities upkeep as needed. The successful bidder will be required to maintain the municipal RV park website and a reservation system for the RV parks, as well as carry a Municipal supplied phone for transactions of all RV Park business. The successful bidder shall collect all fees and submit them weekly to the borough office, or at a frequency determined by the finance department and provided in writing to the successful bidder. There will be no other fees charged or collected other than those authorized by the Municipality as outlined in Resolution 18-13R. Please see the project description in the RFB and the sample agreement (Attachment A) for details and additional responsibilities of the CONTRACTOR and MUNICIPALITY.

A full copy of the Request for Bids can be obtained by calling Skagway Municipal Offices at 907-983-2297, or 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 Municipal RV Park Management"
2. Date and Time of Bid Due Date: January 13th 2:00 p.m.
3. Bidder's name

Bids are due no later than at the address listed above and delivered directly to Municipal Offices 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;

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 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.

Contractor Responsibilities: The successful Bidder will be responsible for providing the following services:

- Shall maintain and answer the Municipality's RV Park message telephone, email, and website, <https://skagwayrvparks.com>, and maintain and administer any reservation system for the duration of the agreement to accommodate client needs to make advance reservations for the duration of the agreement and shall respond to all such inquiries within 48 hours of receiving such communications. The name of the RV Parks and any websites or email addresses for advertising the facilities are the express ownership of the MUNICIPALITY. Any email or online reservation system will be considered owned by the MUNICIPALITY. MUNICIPALITY shall maintain ownership of any related website with administrative control. CONTRACTOR shall not establish, maintain, or cooperate with any other communication site for the RV Parks without prior municipal approval.
- Shall collect all daily rental revenues for the Municipality, including sales tax in conformance with SMC 4.08, and submit them to the Municipal finance department weekly, ensuring all parties using the RV Parks pay the Municipal rental fee and order removed anyone occupying a space and not paying a fee. CONTRACTOR is not permitted to collect its own charges or revenue.
- Shall at all times provide sufficient employees to operate and maintain the RV parks while open, additionally providing on-site staff from 7:00 a.m. to 10:00 a.m. and 4:00 p.m. to 7:00 p.m. each day, and be able to respond to all calls, problems and needs of RV Park guests 24 hours every day between the following timeframe: April 1 through October 1 of each year. The CONTRACTOR will work with Public Works to open at least one RV Park by April 15th (weather permitting) with the second one open no later than May 1st of each year. The CONTRACTOR shall not close the RV parks during that time without written authorization from the MUNICIPALITY. Any closure of the RV parks by the CONTRACTOR without

MUNICIPALITY approval shall constitute a default and a material breach of this Agreement, and the MUNICIPALITY may terminate the Agreement immediately in its sole option.

- Shall ensure all rental sites are numbered, determine maximum length of Recreational Vehicle for each site, and work with MUNICIPALITY to amend and improve the reservation system with site data.
- Shall manage the premises only for the purposes of RV Park use and shall ensure that the premises are solely used for the purposes of RV Park use, subject to conditions set forth in any conditional use permit for the sites.
- Shall restrict RV Park vehicle spaces to one recreational vehicle or vehicle-trailer combination.
- Shall keep and maintain the premises and all alterations, additions, and improvements that may be erected, installed, or made on them, in good and substantial repair and condition.
- Shall notify the MUNICIPALITY of any damage exceeding \$100 in value caused by vandalism.
- Shall maintain all buildings and facilities in a sound, clean, and sanitary condition and shall be open to the general public at all hours during the season.
- Shall handle basic/minor repairs and maintenance such as changing light bulbs, clogged toilets, clogged sink drains/traps, lint traps, etc.
- Shall perform routine groundskeeping duties from April 1st through October 31st. Duties shall include but are not limited to raking, leaf/debris removal and disposal, mowing, weed trimming, watering, and litter removal and disposal.
- Contractor shall be responsible for supplying all groundskeeping equipment and tools.
- Shall immediately notify the MUNICIPALITY of major repairs and maintenance issues such as structural, electrical, plumbing, and other building and property issues requiring a higher level of expertise. CONTRACTOR shall adjust and relocate RVs as necessary for maintenance.
- Shall clean and maintain all restrooms and showers and each shall be thoroughly cleaned at least twice per day during the season, and any time facilities are not in sound, clean, and sanitary condition. All restrooms shall be adequately stocked with paper products and cleaning supplies, provided to CONTRACTOR by MUNICIPALITY for RV Park patron use.
- Shall maintain septic dump facilities and wash regularly to maintain a sanitary condition.
- Shall maintain garbage facilities in a clean sanitary condition and assure all refuse is disposed of inside provided containers, secured against weather and wildlife. CONTRACTOR must set up garbage service with administrative staff at City Hall.
- Shall keep a log of all unusual incidents and notify the MUNICIPALITY of problems and unusual incidents.
- Shall deliver and return all equipment, upcoming reservations, RV Park revenue, municipal reservation website control, and phone to the MUNICIPALITY by 5:00pm on April 14, 2024.
- One rental space at each park may be used without charge as living space for CONTRACTOR or its employees. RV for CONTRACTOR or its employees shall be placed and stabilized with self-supporting system per manufacturer's recommendations. NO pallets shall be used in any RV rental space.

MUNICIPALITY RESPONSIBILITIES AND AUTHORITY:

- A. Shall repair all buildings and facilities it deems necessary to continued operation of the RV Parks.
- B. Shall authorize, collect revenue, and manage any winter season storage.
- C. Shall provide all cleaning and restroom supplies, including paper products and tools.

- D. Shall terminate water utility service and will decommission the system outside of the summer season dates or when freezing threatens the system.
- E. Shall provide signage for adequate notice to the public and patrons for location, park rates, rules, and other park information as deemed necessary.
- F. Shall pay all costs of utilities, including dumpster rentals, furnished to or consumed on the premises for patron use during the term of this lease.
- G. May, in its discretion, repair or replace major equipment, appliances, utilities, fixtures, or buildings if the MUNICIPALITY determines such repair or replacement is required due to obsolescence, inherent conditions, or normal wear and tear. All facility repair, replacement or construction is subject to appropriation of funds by the MUNICIPALITY.
- H. Borough Manager or designee may at all times inspect the facilities. If the MUNICIPALITY determines that the CONTRACTOR has failed to perform responsibilities required under this agreement, and if CONTRACTOR, after notice of the deficiencies, fails to correct the deficiencies or to correct action immediately, the CONTRACTOR shall be considered in breach of this agreement and the agreement shall terminate immediately.
- I. Shall determine rates for RV Parks, including any Caravan Group rates, daily rates, special service rates, seasonal worker rental rates.

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.

Project Contact: Bidders are encouraged to familiarize themselves with project requirements. All inquiries must be in writing and directed to the Deputy Borough Manager at e.deach@skagway.org prior to 2:00 pm on January 6th.

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 thirty (30) calendar days from the date of the bid opening.

Beginning of Work: Physical work may begin upon the Bidder signing the Contract and the Notice of Award and the Notice to Proceed 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 two million dollars (\$2,000,000.00) 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.

Bidder'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 Deputy Borough Manager no later than at 2:00 p.m. on January 6th by email at e.deach@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).

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 provide all labor to manage Municipal RV Parks and to perform the duties and requirements as described in the Request for Bids dated _____ and in any bid addenda for the total 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)

ADDENDUM#				
DATE				

Please list all subcontractors that will be utilized for this project: (Additional sheets listing subcontractors 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

(Project Name)

Company Name

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, _____, the Undersigned proposes to furnish and deliver all the materials, supplies and equipment and do all the work and labor required in the construction of the above referenced Project, located at or near **Skagway, Alaska**, according to the plans and specifications 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 he has 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 on the plans for this project, 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-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: _____



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

SAMPLE/ATTACHMENT A

Municipality of Skagway DRAFT RV Park Management Agreement

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 managing the RV Parks known as the Pullen Creek RV Park and Garden City RV Park.

WITNESSETH:

WHEREAS, the MUNICIPALITY owns Pullen Creek RV Park and Garden City RV Park (Parks); and

WHEREAS, the MUNICIPALITY wishes to contract with the CONTRACTOR to manage these Parks for 12 months.

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

1. **DURATION:**

This agreement shall be in effect from April 8, 2023 to April 15, 2024.

2. **FACILITIES:**

- A. The premises subject to this agreement shall be the property, grounds, facilities, buildings, structures, appurtenances, and equipment located on the following properties: Garden City RV Park, Lots 1-12, Block 95 and Lots 1-12, Block 102, Skagway Town site; and the Pullen Creek RV Park, within Alaska Tideland Survey #4.
- B. The Contractor recognizes that the Municipality may construct further improvements to the premises during the term of this agreement.

- C. Contractor shall manage the premises only for the purposes of RV Park use and shall insure that the premises are solely used for the purposes of RV Park use, subject to conditions set forth in the conditional use permit for the site. This includes a public restroom facility and laundry facility. Additional structures or improvements may be moved or constructed upon the premises by the Contractor only if in writing and authorized by the Borough Assembly.
- D. Contractor shall make the premises and facilities available to the RV Park guests at all reasonable times during the term of the lease. The Contractor shall not provide utility services during periods of freezing temperatures and shall properly notify any users of the premises that utility services will not be provided during periods of freezing temperatures.
- E. RV Park rental spaces are to be used by only one recreational vehicle or vehicle-trailer combination unless vehicle owners agree to the doubling of vehicles in these spaces.

3. CONTRACTOR RESPONSIBILITIES

- A. Shall maintain and answer the Municipality's RV Park message telephone, email, and website, <https://skagwayrvparks.com/>, and any reservation system for the duration of the agreement to accommodate client needs to make advance reservations for the duration of this contract and respond to all such inquiries within 48 hours of receiving such communications. The name of the RV Parks and any websites or email addresses for advertising the facilities are the express ownership of the MUNICIPALITY. Any email or online reservation system will be considered owned by the MUNICIPALITY. MUNICIPALITY shall maintain ownership of any related website with administrative control. CONTRACTOR shall not establish, maintain, or cooperate with any other communication site for the RV Parks without prior municipal approval.
- B. Shall collect all daily rental revenues for the Municipality as established by resolution, including sales tax in conformance with SMC 4.08, and submit them to the Municipal finance department weekly, ensure all parties using the RV Parks pay the municipal rental fee and order removed anyone occupying a space and not paying a fee. CONTRACTOR is not permitted to collect its own charges or revenue related to RV Park Fees Approved convenience items or vending machine items can be sold for business gain.
- C. Shall provide onsite services by keeping the RV parks open for business, at a minimum 24 hours a day, seven days a week, between the following timeframe: April 15 through October 15 of each year. The CONTRACTOR shall not close the RV parks during that time without written authorization from the MUNICIPALITY. Any closure of the RV Parks by the CONTRACTOR without MUNICIPALITY approval shall constitute a default and a material breach of this Agreement, and the MUNICIPALITY may terminate the Agreement immediately in its sole option.

- D. Shall ensure all rental sites are numbered, determine maximum length of Recreational Vehicle for each site, and work with MUNICIPALITY to amend and improve the reservation system with site data.
- E. Shall at all times provide sufficient employees to operate and maintain the RV parks while open, additionally to provide on-site staff from 7:00 a.m. to 10:00 a.m. and 4:00 p.m. to 7:00 p.m. each day and be able to respond 24 hours every day. Contractor shall take reasonable actions to ensure all RV Park users pay the required fee.
- F. Shall manage the premises only for the purposes of RV Park use and shall ensure that the premises are solely used for the purposes of RV Park use, subject to conditions set forth in any conditional use permit for the sites.
- G. Does recognize that the MUNICIPALITY may construct further improvements to the facilities during the term of this agreement.
- H. Shall restrict rental spaces to one recreational vehicle or vehicle-trailer combination unless vehicle owners agree to the doubling of vehicles in these spaces.
- I. Shall keep and maintain the premises and all alterations, additions and improvements that may be erected, installed, or made on them, in good and substantial repair and condition.
- J. Shall notify the MUNICIPALITY of any damage exceeding \$100 in value.
- K. Shall follow procedural directives from the MUNICIPALITY on RV Park operation.
- L. Shall solicit and receive prior municipal approval before changing any RV Park rules or management procedures.
- M. Shall notify MUNICIPALITY and receive approval from MUNICIPALITY prior to any alterations, additions, or improvements involving buildings or structures by CONTRACTOR.
- N. Shall maintain all building and facilities in a sound, clean, and sanitary condition and shall be open to the general public at all hours during the season. Mechanical and utility fixtures and equipment shall be maintained in a manner that allows for proper use and function.
- O. Shall clean and maintain all restrooms and showers, and each shall be thoroughly cleaned at least once per day during the season and any time facilities are not in sound, clean and sanitary condition. All restrooms shall be adequately stocked with supplies, provided to CONTRACTOR by MUNICIPALITY for RV Park patron use. CONTRACTOR shall solve minor plumbing issues including clearing clogged drains and toilets.

- P. Shall maintain septic dump facilities and wash them regularly to maintain a sanitary condition.
- Q. Shall maintain garbage facilities in a clean sanitary condition and assure all refuse is disposed of inside provided containers, secured against weather and wildlife.
- R. Complete spring, summer and fall landscaping/groundskeeping including mowing, watering, raking and other basic outdoor facilities upkeep as needed.
- S. Shall keep a log of all usual incidents and notify the MUNICIPALITY of problems and unusual incidents.
- T. Shall deliver and return all equipment, upcoming reservations, RV Park revenue, municipal reservation website control, and phone to the MUNICIPALITY by 5:00pm on April 14, 2024.
- U. Must be willing and able to train the next RV Park Management Team up to one month prior to the expiration of the current contract.
- V. CONTRACTOR shall comply with all applicable Federal, State of Alaska and Municipal Laws, regulations, and ordinances in performing their pursuant to this Agreement. CONTRACTOR shall comply with all federal, state, and local mandates and protocols related to COVID-19 and CONTRACTOR shall insure that all employees, subcontractors, consultants, and invitees of CONTRACTOR shall similarly comply with all such mandates and protocols.

4. MUNICIPALITY RESPONSIBILITIES AND AUTHORITY

- A. Shall repair all buildings and facilities it deems necessary to continued operation of the RV Parks.
- B. Shall authorize, collect revenue, and manage any winter season storage.
- C. Shall provide all cleaning and restroom supplies, including paper products and tools.
- D. Shall terminate utility service and will decommission the system outside of the summer season dates or when freezing threatens the system.
- E. Shall provide signage for adequate notice to the public and patrons for location, park rates, rules, and other park information.
- F. Shall pay all costs of utilities, including dumpster rentals, furnished to or consumed on the premises for patron use during the term of this lease.
- G. May, in its discretion, repair or replace major equipment, appliances, utilities, fixtures, or buildings if the MUNICIPALITY determines such repair or replacement is required

due to obsolescence, inherent conditions, or normal wear and tear. All facility repair, replacement or construction is subject to appropriation of funds by the MUNICIPALITY.

- H. May at all times inspect the facilities. 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.
- I. May allow seasonal worker recreational vehicles to locate at the Garden City RV park and collect any revenue for such rentals.
- J. Shall determine rates for RV Parks, including any Caravan Group rates, daily rates, special service rates, seasonal worker rental rates.
- K. Shall provide one spot in each RV Park for the CONTRACTOR and/or its employees.

5. **COMPENSATION:**

The MUNICIPALITY shall pay CONTRACTOR a monthly payment of _____ APRIL-OCTOBER in 2023 and a monthly payment of _____ NOVEMBER-MARCH in 2023/2024. A final payment will be made of \$ _____ after CONTRACTOR completes the requirements of subsection 3 above by April 14, 2024.

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 \$2,000,000 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 two million dollars (\$2,000,000.00) 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.

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. **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

LESSEE: Name
P.O. Box _____
Skagway, AK 99840
Phone number

10. AUDITS AND INSPECTIONS:

At any time during normal business hours and as often as the MUNICIPALITY may deem necessary, there shall be made available for examination all of CONTRACTOR'S records with respect to all matters covered by this Agreement and CONTRACTOR will permit representatives of the MUNICIPALITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all materials covered by this Agreement. Except in case of emergency, CONTRACTOR must make such records available upon five (5) days' notice. In case of emergency, CONTRACTOR must make such records available immediately upon request. In performing such audits and investigations, the MUNICIPALITY and its representatives shall not unduly interfere with the ability of CONTRACTOR to perform their duties under this Agreement.

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. Staff, Mayor and Assembly MUST contact Park Managers for reservations and may not permit use of the park for any reason without RV Park Management's confirmed written consent.
- E. 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.
- F. 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.
- G. 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.

- H. 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.
- I. 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.

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)