

City of Unalaska
REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES
Unalaska Aquatic Center

Deadline to Submit Proposals
July 22, 2022 - 4:00 p.m.

1. The City of Unalaska is seeking proposals for janitorial services for the above named Department and Facility pursuant to the attached JANITORIAL SCOPE OF WORK.
2. Contact Amanda Schmahl at 907.581.1649 to schedule a walk-through of the facility.
3. The Janitorial Proposal submitted must include all costs and must be a not-to-exceed cost bid.
4. Proposals are requested for a Ten (10) month contract beginning September 1, 2022, and ending on June 30, 2023, with the option for two one-year renewals upon written consent of the parties.
5. The successful bidder will be required to sign a Contract with the City of Unalaska and a sample of this Contract is attached. Do not sign and submit the sample contract with your proposal.
6. Hand deliver or mail four (4) copies of a completed JANITORIAL PROPOSAL (form attached), with attached reference letters and business licenses, in a sealed envelope labeled JANITORIAL PROPOSAL UNALASKA AQUATIC CENTER and the name of the bidder.
7. Do not place proposals in folders, covers or binders; simply staple the pages together.
8. Mail or deliver proposal to the City Clerk at the address below. Proposals delivered by fax or email will not be considered.

City Clerk
CITY OF UNALASKA
43 Raven Way
P. O. Box 610
Unalaska, AK 99685

9. Proposals must be submitted by 4:00 p.m. on Friday, July 22, 2022. Proposals received after that time and date will not be considered.
10. Contractor Requirements:
 - a. The successful contractor must demonstrate the ability to perform the work described in the Scope of Work.
 - b. The successful contractor must have in place the insurance requirements indicated in the attached sample contract within fourteen (14) days after the date of the Notice of Award.

- c. Contractors may be determined to be unqualified vendors of the City if they fail to file or are delinquent in their payment of any real property, personal property or sales taxes.
- d. Contractors must have current business licenses issued both by the State of Alaska and the City of Unalaska.

11. City Responsibilities:

- a. It is the responsibility of the City of Unalaska to provide access to the facility for the purpose of performing the duties outlined in the Scope of Work.
- b. It is the responsibility of the City to pay invoices in a timely manner. The City pays vendors on a monthly basis, in a reasonable time after completion of services.

12. The City of Unalaska reserves the right to reject any and all proposals.

13. Proposals will be reviewed by a committee of three persons. Scoring will be based on the following criteria, with a maximum score of 100:

CRITERIA	POINTS
Proposed Cost	40
Vendor's References	30
Janitorial Experience of Vendor	15
Vendor's Payment Status for Sales Tax, Real Property Tax and Personal Property Tax with the City of Unalaska	15
Total	100

For the cost element, the lowest cost proposal shall receive full points. All other proposals will receive point deductions based on the percentage that the proposal is higher than the lowest bid. The formula will be: lowest bid amount divided by bid amount, multiplied by points possible, equals score (rounded to the nearest whole number).

14. Notice: Qualified City employees may bid on janitorial contracts except for: a) the buildings in which they work and b) City Hall and Public Safety, which are information sensitive buildings. City employees and immediate family members shall not transact proprietary business with the City that directly or indirectly results in gain or profit to themselves unless he/she first files with the Finance Department a sworn statement of the intent to have such business transaction, stating the nature, type and extent of his/her interest in the intended transaction. Within seven (7) days following filing, the City shall publish a copy of the statement of intent to do business with the City in a newspaper of general circulation within the City at least once and post a copy of the statement in at least one public place. Publication costs shall be borne by the interested party. The purchasing agent acting for the City in the transaction shall take no action until ten (10) days have elapsed

after the filing of the statement by the interested party and until at least seven (7) days have elapsed after the publication and posting of the required statement.

JANITORIAL SERVICE AGREEMENT
City of Unalaska – Department/Facility

THIS AGREEMENT IS MADE BETWEEN the City of Unalaska (“City”) and _____, doing business as _____, (“Contractor”).

1. **SERVICES:** Contractor shall provide to City all labor and supplies necessary to accomplish those janitorial and related services identified in the attached “JANITORIAL SCOPE OF WORK” according to these terms, general conditions and specifications.
2. **TERM:** This Agreement shall be in effect for ten (10) month, commencing on September 1, 2022 and terminating on June 30, 2023, with the option of two one-year renewals upon written consent of the parties.
3. **TERMINATION:** If City is dissatisfied with the quality of the services, City will inform Contractor in writing of the specific area of dissatisfaction and, if Contractor shall fail to correct the deficiencies within ten (10) days, City may terminate this Agreement by fifteen (15) days written notice to Contractor. If the contractor is found to have failed to complete the tasks outlined in the scope of work on five (5) occasions, having been notified upon each occasion of the failure to meet the scope of work requirements, the City may terminate this agreement by fifteen (15) days written notice to contractor. City may terminate this Agreement at any time if the premises are destroyed, and City may terminate this Agreement without cause at any time by giving thirty (30) days written notice to Contractor.
4. **PRICE:** City agrees to pay Contractor for janitorial services at a rate of ____ Dollars (\$____) per month, payable monthly, in a reasonable time following satisfactory completion of services. A monthly invoice must be submitted to the City of Unalaska, Attention Accounts Payable, P.O. Box 610, Unalaska, AK, 99685, in order for payment to be processed.
5. **CHANGE IN WORK PERFORMED:** The above price is based upon the terms, general conditions, specifications, service area and frequency outlined in the attached “JANITORIAL SCOPE OF WORK”. If there are any changes in such area or services, City and Contractor agree to negotiate a reasonable price adjustment.
6. **DEDUCTIONS:** If the City is dissatisfied with the quality of Contractor’s services, in whole or in part, and the City provides the written notice of the specific area of dissatisfaction and the Contractor fails to correct the deficiencies within ten (10) days, the City may, in its sole discretion, make alternative arrangements for the work to be performed and deduct the cost of such services from the amount of payment to the contractor. Before making any such deduction, however, the City shall provide Contractor written notice of the amount claimed by City to be due and owing from Contractor.
7. **CONTRACTOR’S EMPLOYEES AND SERVICE PROVIDERS:** Contractor will provide the City with a list of all persons who will be providing janitorial services on behalf of the Contractor (see attachment). Contractor agrees to update this list if and when additional persons are retained

to perform the services under this agreement. At the time this Agreement is signed, or at any time thereafter, in response to a request by the City, Contractor shall identify all persons performing services pursuant to this Agreement. Contractor shall not use any person identified without the specific approval of the City, which approval shall not be unreasonably withheld. The Contractor agrees that no persons shall enter City facilities with the Contractor or Contractor's employees or agents except for the purpose of performing janitorial services. No friends, family, children or pets will be permitted to enter City facilities with employees or agents of the Contractor.

8. **SAFETY AND COMPLIANCE WITH APPLICABLE LAW:** In performing services pursuant to this Agreement, Contractor shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations. Contractor shall also comply with all Federal, State, and City safety and health requirements while performing cleaning services for City, i.e., OSHA, AKOSH, fire, most and specifically:

- a. Personal Protective Equipment (PPE): Janitorial contractor is responsible for providing and using the appropriate PPE for each task while performing services FOR City;
- b. Chemical Inventory and GHS or SDS: Per the OSHA Hazard Communication Standard 29 CFR 1910.1200, the janitorial contractor will be required to provide the City with an inventory of products used to clean the facility and a GHS or SDS for each product listed on the inventory. The chemical inventory and GHS or SDS must be updated every six months;
- c. Secondary Containers: The janitorial contractor will be required to label all secondary product containers stored in the facility per 29 CFR 1910.1200;
- d. Storage Closet: If the Janitorial contractor is provided storage for supplies and equipment at a City facility, these items must be stored in such a ways as to not cause a hazard or a safety violation; and
- e. Access: Contractor is required to supervise, store and secure products and equipment when working in areas where the general public is present so that they may not gain access to the products and equipment.

9. **INSURANCE REQUIREMENTS:**

- a. The Contractor shall carry and maintain throughout the life of this agreement, at its own expense, insurance in not less than the amounts and coverage herein specified. Such coverage shall be with an insurance company rated "Excellent" or "Superior" by A. M. Best Company, or a company specifically approved by the City's risk manager. The City of Unalaska, its employees, elected officials, agents, and volunteers shall be named as **additional insureds** under the insurance coverage so specified and where allowed, with respect to the performance of the work. There shall be no right of subrogation against the City, its employees, elected officials, agents, or volunteers performing work in connection with the work, and this **waiver of subrogation** shall be endorsed upon the policies. These policies providing coverage

thereunder shall contain provisions that no cancellation or material changes in the policy relative to this agreement shall become effective except upon **thirty (30) days prior written notice** thereof to the City of Unalaska.

- b. Within fourteen (14) days of the date of the Notice of Award, the Contractor shall furnish certificates to the City of Unalaska, in duplicate, evidencing the following:
 - i. that the City of Unalaska, its employees, agents, and volunteers are named as additional insureds under the insurance coverage;
 - ii. That a waiver of subrogation is endorsed upon the policies; and that no cancellation or material changes in the policy relative to this agreement shall become effective except upon **thirty (30) days prior written notice** thereof to the City of Unalaska.
- c. The Contractor shall furnish the City of Unalaska with certified copies of policies upon request. The minimum coverages and limits required are as follows:
 - i. **Workers' Compensation** insurance in accordance with the statutory coverages required by the State of Alaska **and Employers Liability** insurance with limits not less than **one million dollars (\$1,000,000)** and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, Maritime and the Outer Continental Shelf's Land Act.
 - ii. **Commercial General Liability** with limits not less than **one million dollars (\$1,000,000)** per Occurrence and **two million dollars (\$2,000,000)** Aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability. . Additionally, such insurance shall be considered primary to any insurance carried by the City of Unalaska and the insurer will endorse the policy accordingly.
 - iii. **Commercial Automobile Liability** on all owned, non-owned, hired and rented vehicles with limits of liability of not less than **one million dollars (\$1,000,000)** Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.
- d. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expense.

- e. All insurance policies as described above are required to be written on an "occurrence" basis. In the event occurrence coverage is not available, the Contractor agrees to maintain "claims made" coverage for a minimum of two (2) years after project completion.
 - f. If the Contractor employs subcontractors to perform any work hereunder, the Contractor agrees to require such subcontractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work hereunder, policies of insurance which comply with the requirements as set forth in this section. This requirement is applicable to all subcontractors.
 - g. Upon request by the City of Unalaska, the Contractor will provide copies of any and all subcontractor certificates of insurance for review of compliance.
 - h. Failure by the Contractor to maintain the required insurance coverage or to comply with paragraph 11(f) above, may, at the option of the City of Unalaska, be deemed Defective Work and remedied in accordance with the contract.
10. **MULTIPLE CONTRACTS:** If the Contractor is awarded more than one janitorial contract with the City, the Contractor will submit a work schedule to the City that reflects the days and times services will be provided at each Department and/or Facility.
11. **LICENSES:** Contractor shall keep current all local and state licenses and taxes required by law.
12. **ASSIGNMENT:** Contractor shall not assign any of its rights, or delegate any of its obligations under this Agreement, without prior written consent of City. Any assignment or delegation without such written consent shall become null and void.
13. **INDEPENDENT CONTRACTOR:** Contractor is an independent Contractor and all persons employed by Contractor to furnish services hereunder are employees of Contractor and not employees of City.
14. **EQUAL OPPORTUNITY:** Contractor and City agree that in the performance of this Agreement, there shall be no discrimination on account of race, religion, sex, age or national origin, and each shall comply with applicable federal, state and local laws and regulations pertaining to fair employment practices.
15. **LABOR RELATIONS:** It is understood and agreed that this contract is awarded without discrimination as to whether employees of Contractor are members, or not members, of any labor organization. No dispute between any labor organizations and Contractor shall be permitted to occur, or be manifested on the premises. Contractor agrees to employ personnel for the work who will work at all times in harmony with other personnel. Contractor further agrees not to participate in, or encourage, any cessation of work, which may occur as a result of any such labor disputes.
16. **ADVERTISING:** Contractor shall not use City's name, or refer to City directly or indirectly, in any advertisement without receiving City's specific written approval for such use or release.

17. **HOLIDAYS:** Contractor is not obligated to perform janitorial services on the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

18. **NOTICES:** Notices, requests, demands and other communication by either party hereunder shall be in writing and delivered to:

CITY OF UNALASKA
Attention: City Manager’s Office
43 Raven Way, P.O. Box 610
Unalaska, AK 99685

CONTRACTOR CONTACT INFORMATION:

19. **APPLICABLE LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of Alaska, which shall govern the validity and performance under this Agreement. Venue for any dispute arising under or related to the terms of this Agreement shall lie exclusively with the State of Alaska Superior or District Court for the Third Judicial District at Anchorage.

20. **INDEMNIFICATION:** Contractor agrees to indemnify and hold City harmless against any claims, however presented, based directly or indirectly upon the performance, or failure to perform, by Contractor, its employees, elected officials, volunteers, Contractors or representatives, and arising out of this Agreement.

21. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein.

CITY OF UNALASKA

CONTRACTOR

Business Name

Sample Contract – Do Not Sign

By: _____

Chris Hladick
Interim City Manager

Date: _____

Sample Contract – Do Not Sign

By: _____

Individual Name

Sample Contract – Do Not Sign

By: _____

Individual Name

Date: _____

Attachments to contract:

- Scope of Work
- Contractor employee information sheet
- Multiple contract cleaning schedule (if applicable)

JANITORIAL SCOPE OF WORK
Aquatic Center

The Unalaska Aquatic Center is located at 55 East Broadway Ave., Unalaska. The areas to be cleaned consist of 1,144 square feet.

The janitorial contractor will be required to clean the Aquatic Center building three evenings each week (Monday, Wednesday and Friday). All work must be performed before the hour of 5:30 am and after the hour of 8:30 pm on weekdays,

The work required will include, but is not limited to, the following:

Daily: (all tasks are for Men's, Women's, and Family Locker rooms.)

1. Scrub down locker, shower and bathroom floors with floor cleaner.
2. Rinse the floors then squeegee excess water into drains.
3. Clean out anything trapped by the drain.
4. Empty garbage in bathrooms and locker rooms as well as the sanitary napkin disposal bins.
5. Clean countertops and hard surfaces.
6. Clean inside and outside of toilets.
7. Clean mirrors with glass cleaner.
8. Wipe down benches.

"AS NEEDED": The City's determination of whether a task is needed to be performed shall be final and will be considered of priority importance to the Contractor once notified.

SUPPLIES: The Contractor must supply and/or furnish all cleaning equipment and supplies that are required to perform the work outlined in this agreement. The City of Unalaska will supply all paper products (toilet tissue and hand towels), and trash can liners.

JANITORIAL PROPOSAL
Unalaska Aquatic Center

BIDDER INFORMATION:

Business Name _____

Names of all Business Owners _____

Address _____ City, ST, Zip _____

Telephone _____ Email _____

BID:

Bidder will perform the janitorial services as outlined in the Request for Proposal and Scope of Work for the sum of \$_____ per month.

PLEASE RESPOND TO THE FOLLOWING:

1. Did you participate in a "walk through" of the facility? Yes No
2. Are you fully prepared to successfully complete all janitorial requirements detailed in the Scope of Work? Yes No
3. Are you prepared to obtain the required insurance coverage if you are the successful bidder? Yes No
4. When did you start your current janitorial business? _____
5. Have you been continuously engaged in janitorial business since that time? Yes No
6. How long have you worked in the janitorial business overall and in what capacity?

7. Have you provided janitorial services for the City of Unalaska in the past? Yes No

If yes, which Department/Facility and when? _____

8. Are you and your business current on Sales Tax, Real Property Taxes and Personal Property Taxes with the City of Unalaska? Yes No

9. Please provide up to three references from your janitorial customers who can verify your qualifications to provide janitorial services:

Name Telephone number

Name Telephone number

Name Telephone number

10. Attach one or more written reference letters, signed and dated, regarding your ability to provide contractual janitorial services.

11. Attach copies of your business licenses issued both by the State of Alaska and the City of Unalaska.

Signature of Bidder Date

Printed Name