

## City of Bethel Action Memorandum

Action memorandum No.	AM 19-21		
Date action introduced:	03/12/2019	Introduced by:	Peter Williams, City Manager
Date action taken:	March 12, 2019	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:	KM		

**Action Title:** Authorize the City Manager to negotiate and execute a contract for Janitorial Services at the Alaska Court System with the only responsive bidder.

**Attachment(s):** Draft Contract for Janitorial Services

Department/Individual:	Initials:	Remarks:
Peter A. Williams, City Manager	PAW	
Bo Foley, Purchasing Agent	BF	
Patty Burley, City Attorney	PB	RFB process complied with the BMC & Alaska Statutes

Amount of fiscal impact:		Account information:
	No fiscal impact at this time.	
\$61,500	Funds in City Budget.	53-55-663
	Funds not in City Budget.	

### Summary Statement

The City of Bethel issued a Request for Bids for Janitorial Services at the Alaska Court System on December 20, 2018. During the time the RFB was open, questions were received which resulted in an extension of the deadline for opening the bids. The final date to receive bids was ultimately February 1, 2019.

On February 1, 2019 two bids were received. Later, one of the two bids was disqualified as being non-responsive because it failed to include mandatory and requested information. The bidder was formally notified on February 14, 2019. The notification included information on how to appeal the disqualification. No appeal was ever filed.

The remaining bid initially exceeded the City's budget. However, after a request for a best and final offer, the City was able to secure the needed services within the budget parameters without the need to go back out to bid.

The enclosed contract is not only within the budgeted amount, it is flat for the remainder of the time the Alaska Court System is expected to remain on the premises.

**PROFESSIONAL SERVICES CONTRACT  
FOR  
JANITORIAL SERVICES**

THIS CONTRACT made and entered into this 12<sup>th</sup> day of March, 2019, by and between the CITY OF BETHEL (a municipal corporation) and Midnight Sun Cleaning Service, hereinafter referred to as "Janitor".

**Section 01 Definitions**

In this Contract:

- A. The term "City" means the City of Bethel.
- B. The term "Janitor" means Midnight Sun Cleaning Service.

**Section 02 Scope of Services**

Janitor agrees to perform Janitorial services at the City's Courthouse Complex building (also known as the Nora Guinn Courthouse Building) (hereinafter the "Premises"), located at 204 Chief Eddie Hoffman Highway, Bethel, Alaska and depicted in the attached map, incorporated hereto as Exhibit A.

The services to be performed by Janitor are as follows:

**2.1 Twice a week services (Wednesday's and Weekends):**

- Empty all wastebaskets in all offices, cubicles and public areas located within all office spaces and hallways. Place new trash bags as needed.
- Empty all shredders and replace trash bags as needed.
- Dispose of all trash off Premises;
- Restrooms: Mop scrub toilet room floors, clean all plumbing fixtures, disinfect urinals and toilets, damp wipe all dispensers.
- Provide and restock adequate supplies of toilet paper, paper towels, soap and other janitorial supplies;
- Vacuum all carpets
- Dust all visible surfaces of furniture fixtures, and equipment except for desks;
- Clean kitchen areas to include counters, sinks and all surfaces;
- Maintain entry mats in a clean, dirt-free and functional condition;
- Clean air vents and baseboard ensuring they are clear of dust, dirt and grime;
- Maintain a limited supply of toilet paper and other essential supplies on-site in a location to be designated by the Clerk of Court;

**2.2 Daily Services – Keep public restrooms presentable and restocked by, at a minimum:**

- Remove all trash from public restrooms;
- Restock supplies

- Dispose of all trash off Premises;

***Janitor is solely responsible for providing all labor, equipment, supplies and materials necessary to accomplish the services set out in this Contract. Only standard, commercial grade products, supplies, equipment, paper goods and materials may be used.***

### **Section 03 Quality of Work**

Janitor will conduct the agreed upon tasks diligently and professionally, consistent with standards set forth in the industry.

### **Section 04 Inspection**

Janitor and a designated Court representative will inspect the work on the last business day of each month at 8:30 am. Janitor and the court representative will each review the work areas to ensure all work performed by Janitor is being performed in a satisfactory matter. Any deficiencies shall be addressed at this time.

The monthly inspection requirement shall not preclude the City's and/or the Court's ability to notify Janitor of any deficiencies at times other than the monthly inspection. Any deficiencies will be handled as set out in Section 12 of this Contract.

### **Section 05 Building Security**

Janitor will lock all outside doors at all times except when the building is normally open to the public. Interior building doors will remain locked except while work in the immediate area in is progress. All doors (interior and exterior) will be locked when Janitor leaves the building.

Janitor must use safe practices at all times. Accepted safe practices includes, but is not limited to, turning off unnecessary lights; inspecting the area for fire hazards and taking corrective action to notify of any fire hazards; and closing/locking all outside doors and windows.

Janitor shall appoint a supervisor responsible for inspecting the entire building each work day to ensure that all work is complete and necessary doors are locked and unnecessary lights are turned off.

### **Section 06 Personnel**

Personnel shall be limited to those of Midnight Sun Cleaning Service only. No sub-Janitors will be allowed without the written consent of the City.

#### **6.1 Background Checks/Security Clearance**

All of Janitor's personnel must undergo a security check prior to commencing work at the Premises. *Janitor may not allow any employee who has not previously passed a security check to work on the Premises. Janitor may not employ any person, even if they have previously passed a security check, if*

*they have been or are later convicted of ANY felony or ANY crime involving moral turpitude. If in doubt about qualifications, Janitor should consult with City.*

### **Section 07 Confidentiality**

The business of the Alaska Court System is confidential and not subject to public disclosure. The confidentiality of draft opinions, internal memoranda, conversations regarding pending issues and other legal business is essential to the Court's functions. Additionally, records relating to personnel issues, procurement proceedings, internal policy discussions, and other administrative issue are also confidential. All principals, officers, and employees of Janitor working in the Premises agree to keep confidential and not disclose any information observed or overheard while on the Premises.

### **Section 08 Hours of Performance**

All of Janitor's services will be performed between the hours of 5:30 pm and 6:00 am the following day.

### **Section 09 Term of Contract**

This is a roughly four (4) year contract commencing on April 1, 2019 and automatically terminating on o r a b o u t December 31, 2022. The exact date of the termination of this contract will be determined by the length of time the Alaska Court System remains at the present location but is guaranteed to be at least until December 31, 2022. Notice of termination will be provided a minimum of five (5) months in advance. In no event will this contract extend past December 31, 2023.

### **Section 10 Compensation**

- A. Subject to the provisions of this Contract, the City shall pay the Janitor a fixed rate of Five Thousand, One Hundred Twenty-Five (\$5,125) Dollars per month no later than the 15<sup>th</sup> day of each month which equates to Sixty-One Thousand Five Hundred (\$61,500) Dollars annually.
- B. Except as otherwise provided in this Contract, the City shall not provide any additional compensation, payment, service or other thing of value to the Janitor in connection with performance of agreed upon duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Janitor may incur in the performance of its obligations under this Contract have already been included in computation of the Janitor's fee and may not be charged to the City.

### **Section 11 Complaints**

City will appoint a representative to serve as the point of contact for both the Alaska Court System and the Janitor. Any complaints or concerns by either Janitor or the Alaska Court System personnel shall be directed to the City's representative.

In the event City receives a complaint regarding inadequate service, the City's representative will contact Janitor and both will go inspect the complaint on the same day it is received. If the complaint is found to be valid, Janitor shall be given twenty-

four (24) hours to correct the matter. If Janitor fails to correct the matter within the twenty-four (24) hour timeframe, the City may hire another firm or may use its own personnel to correct the matter. Costs incurred by the City will be deducted from any amounts due and owing to Janitor.

More than two (2) substantiated complaints in a thirty (30) day period and/or more than five (5) substantiated complaints in a three (3) month period shall be considered a breach of this Contract and will be ground for termination of this Contract for cause.

***Section 12 Termination of Contract for Cause***

If, through any cause, the Janitor shall fail to fulfill in a timely and proper manner the obligations under this Contract or if the Janitor shall violate any of the covenants, Contracts, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Janitor of such termination and specifying the effective date thereof, at least fifteen (15) calendar days before the effective date of such termination. The Janitor shall be entitled to receive compensation in accordance with the payment provisions of this Contract only for work completed to the City's satisfaction in accordance with Section 3 of this Contract and the other terms of this Contract.

***Section 13 Termination for Non-Availability of Government Funds***

If the City Council fails to appropriate sufficient funds or fails to authorize the expenditure of sufficient funds to continue service under this Contract, City may submit a written notice to Janitor terminating this Contract. Such notice shall be in writing and shall be sent not less than thirty (30) calendar days prior to the date of termination. The notice shall include a written statement documenting the reason for termination and an official document certifying the non-availability of funds (e.g., City Council action, official budget, or other official government document). City shall be liable to Janitor for all charges and costs incurred for products and/or services prior to the effective date of termination.

***Section 14 Modifications***

The parties may mutually agree to modify the terms of the Contract. Modifications to the Contract shall be incorporated into the Contract by written amendments.

***Section 15 Equal Employment Opportunity***

The Janitor will not discriminate against any party because race, creed, color, religion, gender, sex, gender identity, sexual orientation, age, national origin or ancestry, marital status, change in marital status, physical or mental disability, political affiliation, genetic information, pregnancy, parenthood, status as a disabled veteran, or any other status or condition protected under federal, state and local laws.

***Section 16 Assignability***

- A. The Janitor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due

or to become due to the Janitor from the City under this Contract may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Janitor shall be responsible to the City for any moneys due the assignee of this Contract which are paid directly to the Janitor.

- B. The Janitor shall not delegate duties or otherwise subcontract work or services under this Contract without the prior written approval of the City.

### **Section 17 Janitor to Remain in Good Standing**

If at any time during the term of this Contract, Janitor becomes delinquent in the payment or collection of sales taxes, fees, charges or penalties, interest, or other amounts due or owing to the City, the City shall provide notice of termination of this Contract for Cause. It is against both the City Code and the City policy to conduct business with any entity that is not in good standing with the City.

### **Section 18 Permits, Laws and Taxes**

The Janitor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Contract. All actions taken by the Janitor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Janitor shall pay all taxes pertaining to its performance under this Contract.

### **Section 19 Relationship of the Parties**

In the performance of services under this Contract, the Janitor shall be, and acknowledges that Janitor is, in fact and law, an independent Janitor and not an agent or employee of the City. Janitor has and retains the right to exercise full supervision and control of the manner and methods of providing services to City under this Contract. The City may administer this Contract and monitor the Janitor's compliance with this Contract but shall not supervise or otherwise direct the Janitor.

### **Section 20 Contract Administration**

The On-Call Property Maintenance Worker for the City will be the representative of the City administering this Contract.

**Cell Phone Number: (907) 545-3282**

Cory Brian will be the representative for Midnight Sun Cleaning

**Cell Phone Number: (907) 545-4343**

### **Section 21 Defense and Indemnification**

The Janitor shall indemnify, hold harmless, and defend the City and the Alaska Court System from and against any claim of, or liability for negligent acts, errors or omissions of the Janitor under this Contract. The Janitor shall not be required to indemnify the City for a claim of, or liability for, the independent negligence of the City. If there is a claim of, or liability for, the joint negligent error or omission of the Janitor and the independent negligence of the City, the indemnification and hold harmless obligation shall be

apportioned on a comparative fault basis. "Janitor" and "City," as used within this article, include the employees, agents and other Janitors/Janitors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the City's selection, administration, monitoring, or controlling of the Janitor and in approving or accepting the Janitor's work.

### **Section 22 Interpretation and Enforcement**

This Contract is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Contract are not to be construed as limitations or definitions but are for identification purposes only.

### **Section 23 Insurance**

At all times during the duration of this Contract, Janitor agrees to maintain the following minimum insurance coverage/limits:

- A. Commercial General Liability Insurance: covering all business premises and operations used by the Janitor in the performance of services under this Contract with minimum coverage limits of \$300,000 combined single limit per occurrence.
- B. Commercial Auto Liability: covering all vehicles used by the Janitor in the performance of services under this Contract with minimum coverage of \$300,000, combined single limit per occurrence.
- C. Worker's Compensation Insurance: The Janitor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including, but not limited to, Federal U.S.L.&H. and Jones Act requirements. The policy must waive subrogation against the City.
- D. The City of Bethel and the Alaska Court System shall be additional insured on a primary/non-contributory basis under each policy required to be maintained. Such additional insured endorsement shall also include a Waiver of Subrogation.

### **Section 24 Severability**

If any section or clause of this Contract is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Contract shall remain in full force and effect.

### **Section 25 Understanding**

The Janitor acknowledges that the Janitor has read and understands the terms of this Contract, has had the opportunity to review the same with counsel of their choice, and is executing this Contract of their own free will.

**Section 26 Notices**

Any notice required pertaining to the subject matter of the Contract shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

**CITY:** City of Bethel  
Attn: City Manager  
PO Box 1388  
Bethel AK 99559-1388  
Fax Number: (907) 543-1394

Additional Notice to: City of Bethel Legal Department  
PO Box 1388  
Bethel AK 99559-1388  
Fax: (907) 543-2936

**JANITOR:** Midnight Sun Cleaning  
Attn: Cory Brian  
PO Box 3291  
Bethel AK 99559-3291

**Section 27 Counterparts**

This Contract may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CITY OF BETHEL

MIDNIGHT SUN CLEANING

\_\_\_\_\_  
Peter A. Williams  
City Manager

\_\_\_\_\_  
Cory Brian  
Owner

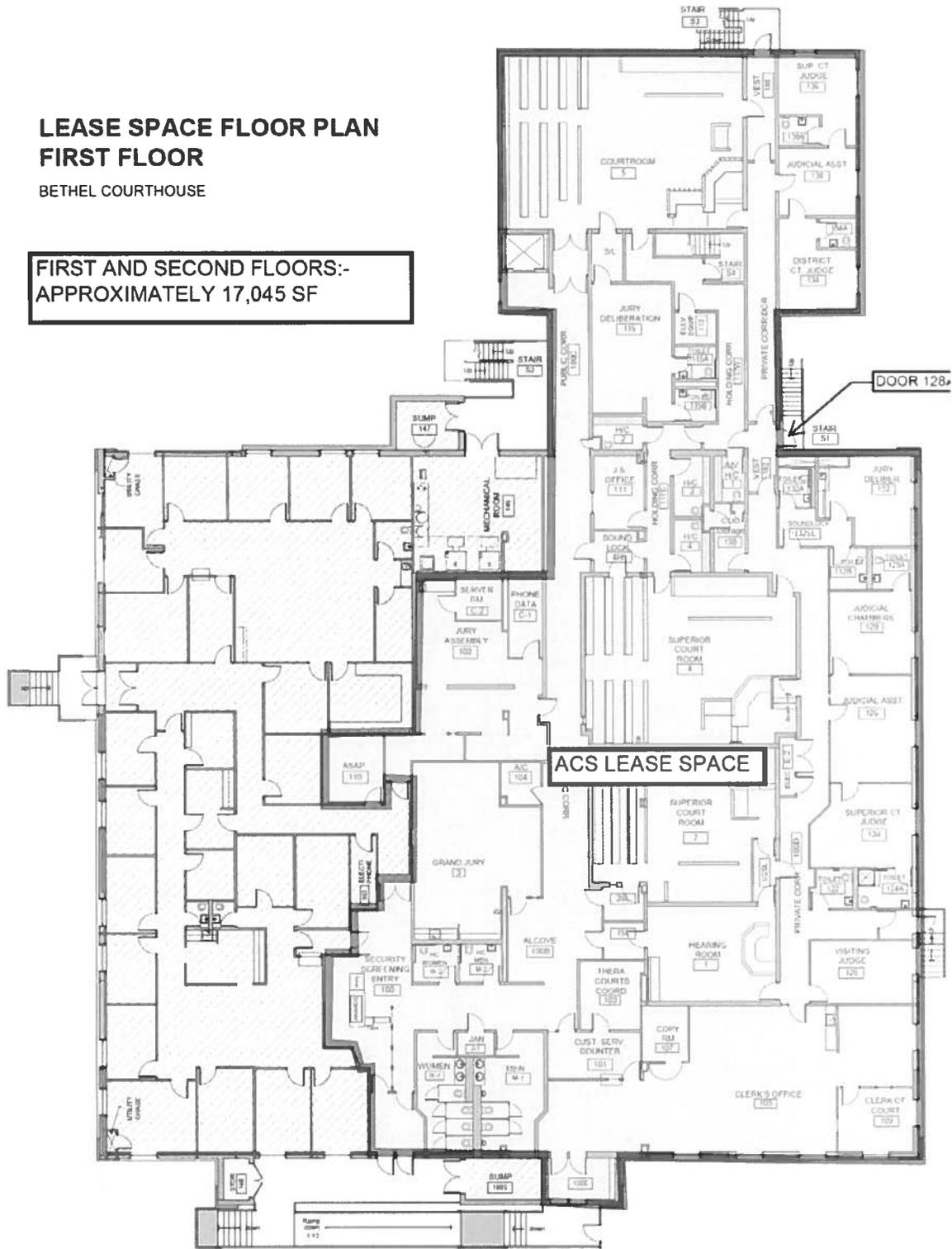
Exhibits:  
A-Map depicting premises to be cleaned

# Exhibit A

## LEASE SPACE FLOOR PLAN FIRST FLOOR

BETHEL COURTHOUSE

FIRST AND SECOND FLOORS:-  
APPROXIMATELY 17,045 SF



# SECOND FLOOR

BETHEL COURTHOUSE

