

# SKAGWAY SCHOOL DISTRICT

P. O. Box 497 1563 Main Street Skagway, Alaska 99840 Phone (907) 983-2960 Fax (907) 983-2964

## CONTRACT AGREEMENT

This agreement is entered into between Alaska Rug Cleaners (hereinafter referred to as Contractor) and the Skagway School District for the purpose of HEAVY DUTY CUSTODIAL SERVICES Contract. By signature on this agreement the parties agree to the following terms and conditions:

### I. SCOPE OF WORK

A. Contractor shall perform services as directed by the Skagway School District for Heavy Duty Custodial Services, per the FY08/09 CONTRACT RENEWAL option, and Contractor shall follow the Bid Documents and Plans that were part of the advertised RFP. Contractor shall follow the conditions listed below:

1. Project Requirements as detailed in RFP
2. Alaska Labor Standards, reporting and prevailing wage rate determination are part of the contractor's duties.

### II. COMPENSATION AND DURATION

- A. The contract will be for the period of approximately July 1, 2015 to June 30, 2016 with the option to renew annually.
- B. Contractor has submitted a bid in the amount of \$18,000.00 (Eighteen Thousand and no/100 Dollars) to perform the work as outlined and described in the RFP, contractor's submitted bid, and the scope of work described above. The School agrees to pay Contractor the amount as specified above, and accepted in the bid proposal in 11 (Eleven) equal monthly payments as outlined in RFP.

### III. SCHOOL DISTRICT'S RESPONSIBILITIES

- A. School shall designate a person to act as the School's representative with respect to the services to be rendered under this agreement. This representative shall have complete authority to transmit instructions, receive information, interpret and define the School policies and decisions with respect to the Contractor's services.

**IV. CONTRACTOR'S RESPONSIBILITIES**

- A. Contractor shall provide a representative for the project who shall have complete authority to transmit instructions, receive information, interpret and define the Contractor's policies and decisions with respect to the project.
- B. Contractor agrees that all work will meet all state and local building codes, and will be of the highest quality craftsmanship.
- C. Contractor shall not begin work on any additional services, which are not included in the Agreement as provided for in the RFP until the School has authorized performance of such services in writing specifying the work to be performed and the time for performance. Compensation for all additional work is outlined in RFP.
- D. Contractor shall be responsible for performing all services as described in this Agreement for the bid price quoted in the accepted bid.

**V. INSURANCE AND INDEMNIFICATION**

- A. Contractor agrees to defend, indemnify and hold harmless the School District, its employees, board members, agents and assigns from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising out of, in connection with, on account of or resulting from, the Contractors performance of or failure to perform its obligations under this contract, excepting only claims or losses attributable to the sole negligence or willful misconduct of the District, its employees, agents or board members.
- B. The Contractor shall purchase and maintain liability insurance in a form acceptable to the District that will protect against claims, damages, losses, and expenses arising out of, relating to, in connection with, on account of, or resulting from the Contractor's performance, or failure to perform the obligations of this contract. Such insurance shall name the District, its employees, and agents as insured parties and shall be for a minimum of the following amounts:
- C. The Contractor shall secure and maintain Worker's Compensation insurance as required by Alaska statutes and regulations of the Alaska Department of Labor.

1. Bodily injury liability	\$1,000,000
2. Property damage liability	\$1,000,000
3. Automobile/vehicle liability	\$1,000,000



- E. This Agreement cannot be assigned without prior written consent of the other party
- F. 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.
- G. This Agreement can be modified if agreed to by both parties in writing. Any modification will address any changes in cost and will be agreed to in writing prior by both parties. Any modification to the bid Proposal or price done without the written consent of the School by the Contractor shall be done at the risk of the Contractor.
- H. Contractor's or the School's waiver of any term or condition in this Agreement shall not constitute a waiver of any other term or condition of this Agreement.
- I. 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 both parties.
- J. The Contractor agrees to abide by all federal, state and local laws, ordinances and regulations in the performance of the project.

SKAGWAY SCHOOL DISTRICT

ALASKA RUG CLEANERS

\_\_\_\_\_  
 Superintendent

\_\_\_\_\_  
 Owner

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

# SKAGWAY SCHOOL DISTRICT

P.O. BOX 497 1563 Main Street Skagway, Alaska 99840 Phone (907)983-2960 Fax (907)983-2964

## General Instructions and Locations

Skagway School District is exercising its option for renewal of the FY08/09 Heavy Duty Custodial Services Contract for the FY15/FY16 school year.

1. The Skagway School District will contract for custodial services for the Skagway School Building during the school year.

The contract will be for the initial period of approximately **July 1, 2015 through June 30, 2016** and may be renewed annually thereafter.

# GENERAL TERMS AND CONDITIONS

## I. SCOPE

- A. This contract is to provide custodial services for specified school building with the Skagway School District (hereinafter referred to as the District) for the period beginning approximately **July 1, 2015 through June 30, 2016**, subject to annual renewal. This contract is, however, subject to Section X, GROUND FOR SUSPENSION OF SERVICES AND/OR CANCELLATION OF CONTRACT.
- B. The successful proposer (hereinafter referred to as the Contractor) will provide custodial services for building identified by the District in Attachment C.
- C. The Contractor will provide the necessary management, personnel, and equipment under the supervision of the Superintendent or designee. The Contractor shall implement the schedule of services as outlined in this contract.
- D. The Contractor will provide all cleaning supplies needed to carry out the tasks identified in this contract with the exception of selected District provided consumables. The Contractor is also expected to provide commercial grade tools and equipment needed in the cleaning process. The District has some equipment on-site that is available for use by the contractor as an option. Refer to Section V for more details on Contractor responsibility for supplies and equipment.
- E. Custodial services will be scheduled so as to maximize cleaning during periods of low or non-occupancy
- F. Custodial services that may be required for other District sponsored events outside of the regular custodial schedule shall be treated as extensions of service.
- G. The Contractor shall not make any changes in the specifications or other requirements of this contract without the express prior written consent of the District. Any proposed changes shall be presented in writing to the Superintendent or designee not less than ten (10) business days prior to the proposed effective date of the change.
- H. The District may, at its option, renew this contract at the end of each specified contract period. The parties may negotiate a fee increase for the contract period and successive years of the contract, pursuant to the following procedure. The Contractor shall submit a written proposal for a fee increase to the Superintendent of Schools or designee. The District shall have thirty (30) days from the receipt of a timely written proposal for increase to accept or reject the proposed fee increase. Rejection of the proposed increase will cause the contract to expire automatically at the end of the contract period, unless the Contractor notifies the District in writing,

within ten (10) days of receiving notice of the District's rejection, that it agrees the contract may be renewed at the current rate.

- I. The District will assume responsibility to remove and pay for removal of all garbage and trash from its collection containers. The District will provide refuse receptacles, including trash bags, garbage cans, trash compactors, and outside storage. The Contractor's responsibility shall be limited to placing garbage and trash into proper receptacles and collection containers..

## **II. SPECIFICITY OF REQUIREMENTS**

- A. It is understood by all parties that the information provided in the attachments to this contract represent estimates only. The figures, numbers of days, locations, square footage, and buildings reflect the District's current estimate of the service requirements for the 2015-2016 school year. Any of this information may be changed before the execution of the contract, or during the term of the contract.
- B. It is agreed by the Contractor that during the life of the contract additional services or extensions of service may be necessary to accommodate building and programmatic needs. The Contractor shall be responsible for providing any additional personnel, equipment, and supplies needed to perform increased services, as specified by the District, subject to negotiation of an appropriate adjustment to Contractor's compensation as provided in Section III below. Services may be increased only upon approval of the District. The District may also reduce services in response to funding decreases or changes in service requirements, such as a building or portion of a building being closed for remodeling or repair. Equitable adjustments to the Contractor's compensation shall be made in response to changes in the District's service requirements as provided in subsection III. B.4.

## **III. COMPENSATION PROVISIONS**

- A. Payment will be made to the Contractor in accordance with the contract rate.
- B. The following compensation provisions apply to all services provided under this contract:
  1. An annual calendar will specify the days when Semi Annual Custodial services are required. The Contractor will be provided with a school calendar prior to the start of school.
  2. The Contractor will be paid for services rendered on a monthly basis. An invoice for all services rendered is due in the Office of the Superintendent or designee within five (5) working days after the end of the month. Inaccurate invoices may cause a delay in payment.
  3. Contractor's annual compensation shall be apportioned into monthly Payments

4. Compensation will be paid only for those services the District has authorized in writing. If the District authorizes increases or decreases in services, the parties agree to negotiate an equitable adjustment to the Contractor's compensation. The District will give the Contractor a minimum of ten (10) working days notice of any change in service. The District will incur no obligation with respect to a change in service other than to provide said notice and to negotiate an equitable adjustment to the Contractor's compensation.
- C. If any extraordinary event affects the Contractor's costs, the parties agree to negotiate a reasonable adjustment. Any adjustment shall take effect commencing with the date the district was provided notice of the event. Such events shall include, but not be limited to, armed hostilities, riots, acts of God, epidemics, and other events not reasonably foreseeable or against which the Contractor reasonably cannot protect itself.

#### **IV. SCHEDULING AND OPERATION**

Work schedules will be established with the Superintendent of Schools or designee in consultation with the Contractor. Once schedules are established, they will not be changed or deleted without approval of the Superintendent or designee.

#### **V. CONTRACTOR RESPONSIBILITIES**

- A. Access to District Facilities The Contractor and its employees or agents shall have the right of access only to those facilities of the District that are necessary to perform services under this contract and shall have no right of access to any other facilities of the District without the approval of the District Administration. Contractor shall not grant other parties access to any District facilities for any purposes other than performing services, without prior permission.
- B. Publicity The Contractor shall not make any reference to the District, or use any pictures of District buildings, or data derived from service with the District, in its advertising, marketing, or other promotional efforts without specific prior written authorization from the Superintendent or designee.
- C. Labor Relations The contractor agrees to take immediate and reasonable steps to maintain its provision of service under this contract in the event of any labor action involving its employees on District premises or elsewhere.
- D. Licensing The Contractor shall be prepared to demonstrate that it is currently in business and has on file the appropriate licensing authority from the State of Alaska.
- E. Facilities and Equipment The Contractor agrees to maintain District facilities and both the Contractor's and District's equipment in conformance with federal, state and local laws, ordinances, and regulations, including OSHA and AISHA, and agrees to



defend, indemnify, and hold harmless the District from any loss or liability including reasonable attorney's fees, caused by the Contractor's failure to comply with any applicable legal or regulatory requirement.

- F. Consumable Supplies The Contractor shall provide all chemical and cleaning supplies to be used by its employees, which shall include, but not be limited to, cleaning compounds, washing and waxing materials, brushes, mops, brooms. The Contractor will supply specifications of all chemical cleaning supplies to be used in the district for District approval. The Contractor assumes responsibility for any damage to District property caused by use of chemicals or supplies not approved by the District. The Contractor shall provide supplies customarily supplied by the provider of custodial services. The District will provide storage facilities for consumable supplies as required.

## VI. REPORTING REQUIREMENTS

The Contractor shall conform to the reporting deadlines specified by the District or federal and state agencies, and submit the following reports and documents to the District.

- A. Work Schedules Work schedules must be completed at the beginning of each school year before the start of classes.
- B. Alaska Business License The Contractor must submit to the District a copy of its current State of Alaska Business License and any other applicable licenses within thirty (30) days of official notice of award of this contract, and by January 31<sup>st</sup> of each subsequent calendar year.
- C. Custodial and Minor Maintenance Schedule The Contractor shall meet with the Director of Maintenance and superintendent annually to review the schedule of custodial services and minor maintenance for the building. Other meetings to review such schedules may be arranged as needed.
- D. Reporting The Contractor may be required to submit other documentation and reports as specified by the District during the term of this contract.
- E. Access to Records The Contractor agrees that the District or any of its duly authorized representatives, at any time during the term of this contract, shall have access to and the right to audit and examine any pertinent books, documents, papers, and records of the Contractor including, but not limited to, sales receipts, salary schedules, itemized expenses and disbursements, time reports, equipment charges and overtime reports related to the Contractor's charges and performance under this contract. Such records shall be kept by the Contractor for a period of three (3) years after final payment unless the Superintendent or designee authorizes their earlier disposal.

## **VII. PERSONNEL**

The Contractor shall comply with the following requirements for all employees. The Contractor shall make all employees aware of this section, by reviewing and explaining these provisions at the initial annual in-service training meeting of employees or upon employment during the course of the year.

- A. The District reserves the right to approve or reject any of the Contractor's personnel assigned job responsibilities with the District. This right shall be exercised by the Superintendent of Schools or designee.
- B. The Contractor shall familiarize each employee with the work schedule assigned and shall notify the employee that no deviations to the work schedule are to be made except those approved by the District.
- C. No employee shall consume, be under the influence of, distribute, or have in his or her possession alcohol, a controlled substance or prescription medication that would impair the employee's ability to perform custodial duties, while performing any service under this contract. Any employee who violates this paragraph may, at the District's direction, be prohibited from performing custodial services for the District.
- D. The Skagway School District is a smoke-free zone; no employee shall use tobacco products anywhere or at anytime on school property.
- E. The Contractor shall notify each employee that acceptance of an assignment under this contract shall constitute implied consent to testing for alcohol or controlled substances if there is cause to believe that one of these substances is affecting the work or behavior of the employee.
- F. The Contractor will assure that each employee adheres to all applicable rules and regulations of the District and exhibits personal conduct that is appropriated to working in a public school environment. The Contractor shall make all employees aware of the fact that their relationship with students and staff will have a bearing on their employment under this contract.
- G. All employees of the Contractor shall be trained in proper cleaning and janitorial methods and techniques. The Contractor shall maintain responsibility for filing all necessary and required federal, state, and local forms. The Contractor shall be familiar with and comply with all applicable laws and regulations, specifically including all applicable health and safety standards.

## **VIII CONTRACT AMENDMENTS**

This contract is administered by the District according to applicable laws and regulations. If at any time it becomes apparent that any of the provisions of the contract conflict with applicable laws or regulations, the Contractor agrees that the District may

make the necessary amendments to the contract to bring the contract into compliance with the law or regulation.

## **IX. ASSIGNMENT AND SUBCONTRACTING OF CONTRACT**

The Contractor shall under no circumstances assign or subcontract this agreement or any portion thereof without the prior, written permission of the Superintendent of Schools.

## **X. GROUNDS FOR SUSPENSION OF SERVICE AND/OR CANCELLATION OF CONTRACT**

If, in the opinion of the Superintendent of Schools, the Contractor at any time during the period of this contract, fails to perform the work called for under this contract satisfactorily, or otherwise materially fails to comply with the terms of this contract, the District may terminate this contract and/or make arrangements to obtain the work or services elsewhere and hold the Contractor responsible and liable for damages sustained by the District on account of the Contractor's failure, neglect, or misconduct in performing any of the terms and conditions of the contract.

Additionally, the Contractor agrees that the District may unilaterally cancel this contract, without liability to the District other than to provide payment for authorized services already performed if, in the District's judgment, there are substantial changes in the District's custodial service requirements or there is a lack of adequate funding to support the custodial services specified by this contract.

This contract may be terminated by mutual written agreement. Termination under this provision is immediate.

If this contract is terminated for any reason prior to the end of the initial or any renewal contract period, the Contractor's bonding and insurance requirements shall remain in full force and effect through the end of the contract period, unless the parties otherwise agree in writing.

## **XI. SEVERABILITY**

If any term or provision of this contract, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

## **XII. STATEMENT OF RELATIONSHIP**

It is expressly understood and agreed by the Contractor and the District that the Contractor, its officers, employees and agents and any and all of them, are not employees or agents of the Skagway School District or the Municipality of Skagway. The Contractor's relationship to the Skagway School District and Municipality of Skagway is that of an independent contractor.

Further, it is understood that as an independent contractor, the Contractor's responsibilities include, but are not restricted to the following:

- A. To provide for appropriate insurance and performance bonds as required.
- B. To comply with all applicable federal and state laws, city ordinances, District policies, and Administrative procedures.
- C. To comply fully with the contract specifications set out herein.
- D. To accept demands to defend, indemnify, and hold harmless the District and to preserve the District and its property from all harm as required by this contract. This obligation survives the expiration of the contract term.
- E. Any district equipment removed by the Contractor shall remain the property of Skagway School District unless the Superintendent or designee notifies the Contractor otherwise. Any and all such equipment shall be delivered by the Contractor to the District Director of Maintenance for storage or salvage.

### **XIII. INSURANCE AND INDEMNITY REQUIREMENTS**

The Contractor shall defend, indemnify and hold harmless the District, its employees, board members, agents and assigns from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising out of, relating to, in connection with, on account of or resulting from, the Contractor's performance of or failure to perform its obligations under this contract, excepting only claims or losses attributable to the sole negligence or willful misconduct of the District, its employees, agents or board members.

The Contractor shall purchase and maintain liability insurance in a form acceptable to the District that will protect against claims, damages, losses, and expenses arising out of, relating to, in connection with, on account of, or resulting from the Contractor's performance, or failure to perform the obligations of this contract. Such insurance shall name the District, its employees, and agents as insured parties and shall be for a minimum of the following amounts:

Bodily injury liability	\$1,000,000
Property damage liability	\$1,000,000
Automobile/vehicle liability	\$1,000,000

The Contractor shall secure and maintain Worker's Compensation insurance as required by Alaska statutes and regulations of the Alaska Department of Labor.

As evidence of coverage, the Contractor shall file with the District certificates of the insurance coverage required in this contract. All certificates of insurance provided by the Contractor shall bear a statement providing for a minimum of sixty (60) days advance written notice to the District of cancellation of, or material changes to, the policy.

#### **XIV. PERFORMANCE EVALUATION**

The District expects contract performance to meet certain quality standards.

The District will retain the right to inspect from time to time without prior notice the quality and quantity of service provided. The Contractor agrees to provide summaries of work performed and to attend meetings to review the Contractor's performance, as required by the District.

The Contractor will remedy any deficiency in its work or supplies at its own expense when the deficiency is brought to the Contractor's attention.

In the event the overall performance of the Contractor is deemed inadequate as determined by the Superintendent or designee, the District may enforce its right to terminate this contract as provided in Section X, GROUNDS FOR SUSPENSION OF SERVICE AND/OR CANCELLATION OF CONTRACT.

#### **XV. SPECIAL TERMS AND CONDITIONS**

- A. Surrender of Premises and Equipment On termination or expiration of this contract, the Contractor shall vacate all parts of the District's premises occupied by it and shall restore the same together with all equipment furnished by the District in the same condition as when originally made available to the Contractor, reasonable wear and tear excepted. Surrendered premises and equipment shall be left in a clean, orderly state satisfactory to the Superintendent or designee.
- B. Responsibility for Tools, Materials, and Other Property The District shall not be responsible for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies and other personal property of Contractor or its employees or subcontractors.
- C. Extra and Overtime Work The Contractor shall respond to emergency situations, such as flood, fire or other physical damage to the District's premises with extra service as required. The Contractor will also provide services for any extracurricular activities and events, which would require services outside the scope of the Regular service schedule. The parties shall negotiate an equitable adjustment to the Contractor's compensation for the extra services provided. The Contractor shall supply an itemized invoice of services supplied.

- D. Venue Any action brought as a result of this Request for Proposals or contract resulting from this Request for Proposals shall be in the First Judicial District in Juneau Alaska (as determined by the amount of damages in question).
- E. Attorneys Fees If either party brings suit to enforce any of the provisions of this contract, the prevailing party shall be entitled to recover its full, reasonable attorneys' fees incurred in prosecuting or defending the suit.
- F. Lost Keys The Contractor will be charged \$50.00 per key, for any keys lost by an employee of the Contractor. All keys issued to the Contractor will be turned into the District at the termination of the contract.

**HEAVY DUTY  
CONTRACTOR  
SEMI ANNUAL DUTIES**

All of the following duties must be done prior to the beginning of the teacher contract year and during the winter break. The District will notify the Contractor of the summer start date and the winter break dates.

1. Strip, clean and wax or seal all tile and vinyl floors using product approved by the Skagway School District Director of Maintenance (See Attachment D)
2. Clean wood floors as directed by the Skagway School District Director of Maintenance.
3. Clean (shampoo) all carpeted areas (Classrooms in summer only)
  - a. Remove furniture from the room
  - b. Thoroughly vacuum the carpet
  - c. Clean carpets using equipment specified in Attachment D
  - d. Replace all furniture after carpets are dry
4. Wash windows inside(during summer only)
5. Wash whiteboards/chalkboards
6. Clean student desks (Summer only)
7. Clean walls, counter and cupboard surfaces through out building (summer only)

All cleaning products used must be approved by the Skagway  
School District Director of Maintenance.

ATTACHMENT C

**SKAGWAY SCHOOL DISTRICT  
BUILDING  
APPROXIMATE SQUARE FOOTAGE**

SKAGWAY CITY SCHOOL BUILDING	38,000
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Please Refer to Floor plan for school layout



## ATTACHMENT D

### **EQUIPMENT AND MATERIAL SPECIFICATIONS**

1. Any chemical used for cleaning in the Skagway School District must be a nationally known brand intended for use in public institutions.
2. All products used on floors including cleaners, disinfectants, sealers, polishes, finishes, dust mop treatments, must be U.L. rated for slip resistance.
3. All disinfectants must be EPA registered as an institutional or hospital grade germicide.
4. Material safety data sheet, product sheets and product labels must be provided for all materials and products used in cleaning Skagway School District facilities.

**Equipment Required: All equipment must be commercial grade.**

## Certification

I, the undersigned, having carefully examined the General Information, Terms and conditions, specifications and all related material and information provided by the Skagway School District in connection with its offer for contract renewal for Heavy Duty Custodial Services dated \_\_\_\_\_ and any addenda thereto and having inspected the actual physical facilities, hereby agree to furnish custodial services as specified to the Skagway School District. I acknowledge contract renewal offer referenced above and the following addenda thereto, if any: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

I agree to enter into a contract with the Skagway School District to furnish custodial services as specified for the fee quoted.

Name of Firm: \_\_\_\_\_

Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

PROPOSAL FORM

**HEAVY DUTY  
CUSTODIAL SERVICES  
2015-2016 ANNUAL AMOUNT**

The Contractor must complete this form and the cost justification form and return it to the Skagway School District business office.

**Enter below the total annual amount of the fee proposed for custodial services for the building listed below.**

SKAGWAY SCHOOL	\$18,000.00
	\$
	\$
	\$
	\$
TOTAL PROPOSAL	\$18,000.00

Extra Curricular Activities – hourly cleaning fee	\$ <u>25.00</u> per hour
Emergency Cleaning – hourly cleaning fee	\$ <u>25.00</u> per hour