

**BID PACKET**  
**KENAI MUNICIPAL AIRPORT**  
**JANITORIAL SERVICES CONTRACT**

Thank you for your interest in bidding for this contract. Please check to ensure your packet contains the following documents:

1. Janitorial Services Bid Schedule
2. Request for Bids
3. Instruction for Bidders
4. Agreement for Services
5. Specifications for Janitorial Services
6. Sample Airport Cleaning Schedule
7. Layout Drawing of Passenger Terminal
8. Janitorial Services Bid Form 2020
9. Tax Compliance Certificate
10. Non-Collusion Affidavit

**NOTE: Pre-bid meeting and walk-through at 2:00 p.m. on Friday, May 15, 2020 is MANDATORY. Social Distancing guidelines will be maintained. The City of Kenai will NOT accept bids from companies that failed to attend the pre-bid meeting and walk-through.**

If you have any questions, please contact the Airport Manager's Office at 283-8281.



## JANITORIAL SERVICES BID SCHEDULE

The City of Kenai is soliciting bids to provide janitorial services in the airport terminal building. Packets and detailed specifications may be picked up at the Airport Administrative office in the terminal building, 305 N. Willow, Suite 200, Kenai, Alaska. If you have any questions, please call 907-283-8281

Date/Time	Event	Other information
May 6 & 10, 2020	Advertising	<i>Peninsula Clarion</i>
Friday May 15, 2020 2:00 p.m.	Mandatory Pre-Bid Meeting	<i>Airport Administrative Office (Maintaining Social Distancing)</i>
Wednesday May 27, 2020 5:00 p.m.	Questions Due	
Friday, June 5, 2020 10:00 a.m.	Bid Opening	<i>No Bids received after 10:00 a.m.</i>
June 11, 2020	Successful Bidder in Council Packet	
June 17, 2020	Council awards Contract	
July 1, 2020 12:01 a.m.	New Janitorial Contract Starts	

**Kenai Airport**

305 N. Willow, Suite 200  
Kenai, AK 99611

Phone: 907-283-8281  
Fax: 907-283-3737  
Email: [mbondurant@kenai.city](mailto:mbondurant@kenai.city)

**REQUEST FOR BIDS  
JANITORIAL SERVICES  
KENAI MUNICIPAL AIRPORT TERMINAL BUILDING**

The City of Kenai is requesting bids from qualified entities to provide **Janitorial Services** at the Kenai Municipal Airport Terminal Building. The contract will be for a one-year term between July 1, 2020, through June 30, 2021, and may be extended for four successive one-year terms by mutual consent of the City and the contractor.

Bid packets, including the draft agreement, detailed specifications of services to be performed and a list of information that should be submitted may be picked up at the Airport Administrative Office, 305 N. Willow St., Suite 200, Kenai, Alaska. A mandatory pre-bid meeting and walk through will be held on May 15 at 2:00 p.m. in the Airport Administrative Office.

Bids must be submitted no later than 10:00 a.m. on June 5, 2020 to the Airport Administrative Office, 305, N. Willow St. Ste. 200, Kenai, AK. In order to be considered, all bids must be received before 10:00 a.m. on Friday, June 5, 2020, at which time they will be opened. Any bids mailed must be received before the date and time scheduled for opening such bids.

All interested parties, including Disadvantaged Business Enterprises, are encouraged to submit bids. The City of Kenai will not exclude bidders on the grounds of race, color, creed, national origin, or sex. The City retains the right to reject any and all bids, waive informalities in any bid, request clarification of any bid, consider relevant performance information, and to award the bid in the best interest of the city. Bids not received by the date and time due will not be considered.

Further information may be obtained by calling the Airport Administrative Office at (907) 283-8281.

Publish:        May 6 & 10, 2020

## **JANITORIAL SERVICES INSTRUCTIONS TO BIDDER**

### **1. GENERAL**

These instructions specify the form and procedures for the submission of a complete and acceptable bid. To obtain addenda in a timely manner, you should be on the City of Kenai's plan holder's list. Downloading project specifications and drawings from the City website or other online plans rooms does not place you on the City's plan holder's list. To be added to the plan holder's list, please contact the Airport Manager by phone (907) 283-8281 or by email at [mbondurant@kenai.city](mailto:mbondurant@kenai.city).

Contract Name: Kenai Municipal Airport Janitorial Services

Mandatory Pre-Bid Meeting Date: May 15, 2020 at 2:00pm (Maintaining social distancing guidelines)

Last Day for Questions: May 27, 2020 by 5:00pm

Bid Due Date and Time: June 5, 2020 by 10:00am (Opening via zoom)

### **2. EVIDENCE OF QUALIFICATIONS**

Upon request of the City, a Bidder whose bid is under consideration for the award of the Agreement, shall submit promptly to the City, satisfactory evidence of the Bidder's financial resources, their experience, their performance in completing other projects of a similar nature, and the organization and equipment they have available for the performance of the Agreement.

### **3. BIDDER QUALIFICATIONS**

Before the bid is considered for award, the City reserves the right to determine whether or not a Bidder is responsible and to require the Bidder to complete a Bidder Qualification Form and/or provide a current financial statement prepared by a Certified Public Accountant. The City shall determine whether a Bidder is responsible on the basis of the following criteria:

- The skill and experience demonstrated by the Bidder in performing Agreements of a similar nature.
- The Bidder's record for honesty and integrity.
- The Bidder's capacity to perform in terms of facilities, personnel, and financing.
- The Bidder's past performance under City Agreements. If the Bidder has failed in any material way to perform its obligations under any Agreement with the City, the Bidder may be determined as a non-responsible Bidder.

A Bidder's representations concerning their qualifications will be construed as a covenant under the Agreement. Should it appear that the Bidder has made a material misrepresentation, the City shall have the right to terminate the Agreement for the Contractor's breach, and the City may then pursue such remedies as provided in the Agreement Documents or as provided by state statute, City code, or as appropriate.

Any final determination that a Bidder is non-responsible will be made by the City Manager. Such determination will be made in writing to the Bidder setting forth the reasons for such determination.



#### **4. CONDITIONS AFFECTING THE WORK**

The Bidder shall examine carefully the site(s) of the proposed work and the bid documents before submitting a bid. The submission of a bid shall be an admission that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the bid documents.

The City assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this Agreement, unless such understanding or representations are expressly stated in the bid documents or Addenda.

The Bidder shall include in their bid, sufficient sums to cover all items required by the Agreement and the conditions of the site(s), and shall rely entirely upon their own examination in making their bid. The submission of a bid shall be taken as prima facie evidence of compliance with this paragraph.

If information or documentation required for submitting an accurate and complete bid is absent from these documents, the Bidder is required to notify the Airport Manager by facsimile (907) 283-3737, or by e-mail to [mbondurant@kenai.city](mailto:mbondurant@kenai.city).

#### **6. LICENSING**

Alaska State Statutes requires that all businesses wishing to engage in business in Alaska obtain license(s). All Bidders are required to furnish with their bid, the applicable, current licenses required to perform the work. Applicable licenses may include the following: Contractor's License, Specialty Contractor License, and Alaska Business License. Failure to submit license(s) with the bid may result in rejection of the Contractor's bid.

#### **7. TAX COMPLIANCE CERTIFICATE**

No agreement will be awarded to any individual or entity that is in violation of the tax laws of the City of Kenai or the Kenai Peninsula Borough unless the violation is cured within ten business days of notice. The Tax Compliance Certificate must be signed by the Bidder only and submitted with the bid. The City will obtain verification of tax compliance from the Kenai Peninsula Borough for the successful bidder. Bids submitted without a completed Tax Compliance Certificate may be considered non-responsive.

#### **8. INTERPRETATION OR CORRECTIONS OF BID DOCUMENTS**

Bidders shall notify the Airport Manager promptly of any error, omission, or inconsistency that may be discovered during examination of the bid documents and the proposed work site(s). Requests from Bidders for interpretation or clarification of the bid documents shall be made in writing to the Airport Manager and shall arrive no later than the time and date specified in Section 1 of these Instructions to Bidders. Questions may be faxed to (907) 283-3737 or emailed to [mbondurant@kenai.city](mailto:mbondurant@kenai.city). The subject line of the email or fax must include the name of the project.

Oral questions may be presented at a pre-bid conference if one is provided for in Section 1 of these Instructions to Bidders. Interpretations, corrections, or changes, if any, to the bid documents shall be made by Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the pre-bid conference. Interpretations, corrections, and changes shall not be binding unless included in an Addendum. All Addenda issued during the time of bidding shall become part

of the Agreement Documents. Questions or requests for clarifications shall be directed to the Airport Manager. Only written interpretations or corrections by Addendum shall be binding, and no other forms of interpretation or correction will be binding on the City of Kenai.

It is the Bidder's sole responsibility to ascertain that they have received all Addenda issued by the City of Kenai. Addenda will be issued electronically and/or by facsimile. All Addenda must be acknowledged in the space provided on the Bid Form. If no Addenda have been issued, write or type "zero" or "N/A" on the Bid Form in the space provided.

## **9. PREPARATION AND SUBMISSION OF BIDS**

- Bids must be received at the Airport Administrative Office prior to the time and date specified in Section 1 of these Instructions to Bidders.
- Bids must be submitted on the Bid Form furnished. Bids must be completed in ink or by typewriter, and must be manually signed by an authorized person. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change in ink.
- Bids shall specify a unit or lump sum price, typed or written in ink in figures, for each bid item called for. In case of error in the extension of prices, the unit price will govern. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, qualified bids, or irregularities of any kind.
- It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" on the Bid Form are approximate only for use as a basis for comparison of bids and are not to be taken to be either representations or warranties. The City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.
- The Bid Form invites bids on definite plans and specifications. Only the amounts and information asked for on the Bid Form will be considered as the bid. Each Bidder shall bid upon the work exactly as specified and as requested on the Bid Form, and Bidders shall bid upon all alternates as indicated. When bidding on an alternate for which there is no charge, Bidder shall write the words "No Charge" in the space provided.
- One (1) complete bid package shall be completely sealed in an envelope clearly marked with the Bidder's company name, and the "Project Name" and "Bid Due Date" specified in Section 1 of these Instructions to Bidders. A complete bid package shall include the following documents:
  - Bid Form
  - Tax Compliance Certificate
  - Applicable Licenses
  - Non-Collusion Affidavit
  - Request for Consideration as Local Bidder Form (if applicable)
- Bids received without all the required documents may be considered non-responsive. Bids received after the bid due date and time will be considered non-responsive and will not be accepted.
- No responsibility shall be attached to the City for the premature opening of, or the failure to open a bid not properly addressed and identified.

- Please note that overnight delivery from the Lower 48 States is generally not available. Prospective Bidders should anticipate a minimum of two to three days delivery time for express, priority or expedited delivery services.

## 10. MODIFICATION OF BIDS

Bid modifications will be accepted by the City at [mbondurant@kenai.city](mailto:mbondurant@kenai.city) and binding upon the Bidder where the modification:

- is received at the Airport Administrative Office prior to the time and date specified in Section 1 of these Instructions to Bidders.
- does not identify the adjusted Bid Total price. Only adjustments to the sealed bid will be accepted. For example:
  - CORRECT – Decrease the Unit Bid Price of Item 20.22 Leveling Course by \$2.50 per ton and the Bid Total by \$2,500.
  - CORRECT – Increase the Unit Bid Price of Item 90.16 Mobilization and Demobilization and the Bid Total by \$5,000.
  - INCORRECT – Decrease the Bid Total by \$5,000 for a new Total of \$95,000.
- is signed by the same individual who signed the original bid.

Should there be more than one bid modification from a Bidder, only the last modification received prior to the deadline shall be applied to the bid. All earlier modifications shall be disregarded.

Any modification which fails to meet any requirement of this section shall be rejected, and the bid shall be considered as if no modification had been attempted.

It is the Bidder's responsibility to confirm the City's receipt of any bid modification.

## 11. WITHDRAWAL OF BID

At any time prior to scheduled closing time for receipt of bids, any Bidder may withdraw their bid, either personally or by written request.

After the scheduled closing time for receipt of bids, no Bidder will be permitted to withdraw their bid unless Notice of Award is delayed for a period exceeding forty-five (45) days.

A bid may not be withdrawn after opening without the written consent of the City.

## 12. ACCEPTANCE – REJECTION OF BIDS

The City reserves the right to reject any or all bids, to waive minor irregularities in any bids or in the bidding procedure, and to accept any bid presented which meets or exceeds said specifications and which is deemed to be in the best interest of the City. However, the requirements for timeliness and manual signatures shall not be waived. The City is not obligated to accept the lowest bid and is not responsible for bid preparation costs.

### **13. EXECUTION OF AGREEMENTS**

The successful Bidder shall be required to execute an Agreement for the work within ten (10) days after receiving the Notice of Award and Agreement documents from City; if Contractor does not return executed copies within this time, then, at the option of City, the bid may be rejected.

### **14. AWARD OF AGREEMENT**

It is the intent of the City to award the bid to the lowest, qualified, responsive and responsible Bidder. Unless otherwise stated in the bid documents, the Agreement, if awarded, shall be awarded to the responsible Bidder who submits the lowest responsive bid. When bid documents contain a base bid and alternates, only the total of the base bid and the alternates to be awarded shall be used to determine the low Bidder.

The amount of the Agreement shall be the total sum of the amounts computed from the estimated quantities and unit prices and/or the lump sum awarded by the City and specified in the Agreement.

On all bids, Notice of Award or rejection will be given within forty-five (45) days of bid opening. The notice will be in writing and signed by the Airport Manager. A Notice of Intent to Award, and no other act of the City of Kenai or its representatives, constitutes an acceptance of a bid. The acceptance of a bid shall bind the successful Bidder to execute the Agreement.

### **15. AGREEMENT AND PERFORMANCE AND PAYMENT BOND SIGNATURE INSTRUCTIONS WHEN BONDS ARE REQUIRED**

The successful Bidder shall insert the full name and business of the Contractor in the Agreement and on the Performance and Payment Bond, hereinafter the Bond.

If the Contractor is a partnership or joint venture, all partners or joint ventures shall sign the Agreement and the Bond except that one partner or one joint venturer may sign for the partnership or joint venture when all other partners or joint venturers have executed a Power-of-Attorney authorizing one partner or joint venturer to sign. The Power-of-Attorney shall accompany the executed Agreement and the Bond.

If the Contractor is a Limited Liability Company (LLC), a person with appropriate authority to bind the LLC shall execute the Agreement and Bond unless a Power-of-Attorney or Corporate Resolution accompanies the executed Agreement and Bond.

If the Contractor is a corporation, the President or Vice-President and Secretary or Treasurer of the corporation shall execute the Agreement and the Bond unless a Power-of-Attorney or Corporate Resolution accompanies the executed Agreement and Bond.

The Bond shall be returned undated as to Agreement Date. The Agreement Date shall be inserted on the Agreement when the City signs the Agreement and the Bond shall be dated the same as the Agreement Date.

### **17. APPEAL PROCEDURE**

KMC 7.15.120 Appeal procedures.

(a) Any party submitting a bid or proposal for a contract with the City and who believes that they are adversely affected by the City's relevant ordinances, regulations, procurement process, or by any acts of the City in connection with the award of a City contract, may file a protest appeal with the City Clerk. All protest appeals must be to the City within five (5) calendar days of the issuance of the City's notice of its intent to award the contract. The appeal must be hand delivered, delivered by mail, or by facsimile and must comply with all requirements of this section. If the fifth day is a City-recognized holiday or a weekend, the deadline for appeal shall be the next work day. It is up to the protester to choose a method of delivery to assure timely receipt by the City.

(b) Rejection of Appeal. The Clerk shall reject an untimely or incomplete appeals. Such rejection shall be final and may be appealed to the Superior Court pursuant to the Court Rules of Appellate Procedure.

(c) The protest appeal must be in writing and shall include the following information:

- (1) The name, address, e-mail, and telephone (and facsimile if available) numbers of the protester;
- (2) The signature of the protester or the protester's representative;
- (3) Identification of the contracting agency and the solicitation or contract at issue;
- (4) A statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- (5) The form of relief requested.

(d) Stay of Award. If a timely and complete protest appeal is filed, the award of the contract shall be stayed until all administrative remedies have been exhausted, unless the City Manager determines in writing that award of the contract pending resolution of the appeal is in the best interests of the City.

(e) Notice and Response. Notice of the stay and protest appeal shall be delivered to any party who may be adversely affected by the City Manager's decision by facsimile, first class mail or in person within three (3) business days of receipt of a properly filed appeal.

(f) City Manager Decision. The City Manager shall issue a written decision to the appellant within ten (10) business days of the date the appeal is filed. If multiple appeals have been filed, they may be consolidated for purposes of the decision. Copies of the appeal and decision shall be provided to any interested party requesting one. The decision may include any lawful action, including without limitation an amendment of all or any part of the recommended award. For good cause shown, the City Manager may extend the date for the decision for such additional period as may be necessary.

(g) If the City Manager sustains a protest in whole or in part, the City Manager shall implement an appropriate remedy. In determining an appropriate remedy, the City Manager shall consider the circumstances surrounding the solicitation or procurement including the seriousness of the procurement deficiencies, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent the procurement has been accomplished, costs to the agency and other impacts on the agency of a proposed remedy, and the urgency of the procurement to the welfare of the City.

(h) Notwithstanding subsections (a) and (b) immediately above, if the City Manager sustains a bid protest appeal in whole or part, the protester's damages shall not exceed the reasonable bid or proposal preparation costs.

(i) Appeal to Superior Court. Appeals may be taken from the written decision of the City Manager within thirty (30) days of the date of the decision pursuant to Part VI of the Alaska Rules of Appellate Procedure. (Ord. 2852-2015)

## **18. COMPLIANCE OR ACCEPTED ALTERNATES TO SPECIFICATIONS**

Bidder hereby agrees that the material offered will meet all the requirements of the specifications in this solicitation unless alternates have been deemed acceptable by the City. Manufacturer's names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Alternates will be approved via addenda, and only via addenda. Request for alternates must be submitted no later than the Last Day for Questions in the Advertisement for Bid. An alternate must be requested via email sent to the addresses in section 1 with an explanation giving in detail the extent of the alternate, the reason for which

it is requested, and why the City should approve the alternate. Provide as much detail as possible. If multiple models or options are provided with your submittal data clearly indicate which you are requesting. The City of Kenai will be the sole judge of whether an alternative is acceptable to the items specified.



## AGREEMENT FOR JANITORIAL SERVICES

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the CITY OF KENAI (Owner or City), 210 Fidalgo Avenue, Kenai, AK 99611-7794, and \_\_\_\_\_ (Contractor), of \_\_\_\_\_.

WHEREAS, Owner desires to contract for janitorial and maintenance services for the Kenai Municipal Airport Terminal Building (Facility); and,

WHEREAS, Owner and Contractor agree to the terms and conditions under which Contractor shall provide such services and both Owner and Contractor desire to contract for the provision of such services by Contractor.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Term.** The term of this Agreement shall begin on July 1, 2020, and end on June 30, 2021.

2. **Extension.** This Agreement may be extended for four successive one-year terms by mutual written consent of Owner and Contractor.

3. **Facility and Services.**

A. Contractor shall provide the services described in Specifications attached hereto as Exhibit A and incorporated herein by reference.

B. Services are for a facility that is approximately 25,000 square feet. (These figures are for reference only and are not binding upon Owner.) In the event the Facility undergoes remodel during the contract period, square footage may be deleted from the contract, with limited or no services (if the facility is closed), for up to 120 days. The City

reserves the right to add or delete portions of the building as required by City operations, in which case an equitable adjustment will be made with the contractor, based on cost per square foot, prior to commencement or deletion of work.

4. **Payment.** In exchange for performance of janitorial services provided hereunder, Owner shall pay Contractor for services rendered at the rate of \$ \_\_\_\_\_ per **MONTH**. If portions of the building are added or deleted by Owner under the provisions of the Specifications, the payment will be adjusted in accordance with the change in square footage.

Invoices for services performed by Contractor must be received by Owner no later than five working days following the end of the month during which Contractor performed the services. Invoices must be sent to: Airport Administrative Office, 305 N. Willow St. Ste. 200, Kenai, AK 99611. Payment will be due from Owner to Contractor within thirty days after Contractor has submitted Contractor's invoice for services to Owner.

5. **Administrator; Designated Representative.** The Airport Manager will act as Contract Administrator (Administrator) to act on the City's behalf. Contractor is responsible for prompt attention to any defective work pointed out by the Administrator. At the request of the Administrator, Contractor shall meet with the Administrator at least twice each calendar month to conduct an inspection of the Facility and to discuss performance.

Contractor must supply Owner with the contact name and telephone number of Contractor's designated representative in writing on or before July 1, 2020. Contractor is responsible for the performance of the services required under this Agreement, and for the direct supervision of Contractor's personnel, through its designated representative. Such



representative shall, in turn, be available at all reasonable times to report and confer with the Owner with respect to the services. Contractor must provide Owner with a telephone and/or an answering service number through which Owner can contact the designated representative 24 hours per day. Should the designated representative be away from the City of Kenai or be otherwise unable to respond to Owner, Contractor shall designate a new or temporary representative who shall be empowered to act for Contractor and provide Owner with this contact information.

**6. Independent Contractor; No Agency.** Contractor's relationship with Owner is that of an independent contractor with the authority to control and direct the performance of details of the services that are the subject of this Agreement. Nothing contained in this Agreement may be construed to create an agency, partnership, joint venture, or employee-employer relationship between Owner and Contractor. Contractor is not the agent of Owner and Contractor is not authorized to make any representation, contract, or commitment on behalf of Owner.

**7. Contractor's Personnel Payment and Supervision.**

A. All personnel furnished by Contractor must be employees of Contractor. Contractor must pay all taxes, salaries, and expenses of each employee, including but not limited to payment of all federal social security taxes, federal and state unemployment taxes, and any payroll taxes relating to such employees.

B. The manner in which the services contracted for hereunder are to be performed are determined by the Contractor. Contractor agrees that the services provided under this Agreement must only be performed by qualified, careful, and efficient employees

in strict conformity with the best practices and highest applicable standards.

C. It is the Contractor's duty to train its employees in order to provide the services required. Contractor will furnish the Administrator a list of the names, addresses and telephone numbers of Contractor's employees working under this Agreement and shall provide Owner with updates of this list as information changes.

D. Owner may require removal from the Facility those employees of Contractor whose presence is deemed incompetent, insubordinate or otherwise objectionable, or whose continued employment and presence at the Facility is contrary to the public interest or inconsistent with the best interest of Owner.

#### **8. Insurance.**

A. Throughout the life of this Agreement Contractor shall, at its own expense, secure and keep in force insurance as stated below.

i. Comprehensive general liability insurance, including premises, all operations, property damage, personal injury and death, broad-form contractual coverage with a per occurrence limit of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit.

ii. Worker's Compensation insurance with coverage for all employees engaged in work under this Agreement as required by AS 23.30.045.

iii. Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits not less than \$250,000 combined single limit per occurrence.

Where specific limits are stated, the limits are the minimum acceptable limits. If Contractor's insurance policy contains higher limits, Owner is entitled to coverage to the extent of the higher limits.

B. All insurance required by this paragraph 8 shall meet the following requirements:

- i. for comprehensive general liability and automobile liability insurance, name the City of Kenai as an additional insured; and,
- ii. for worker's compensation insurance, general liability and automobile liability insurance include a waiver of subrogation so that the insurer waives all rights of subrogation against the City of Kenai for payments made under the policy; and,
- iii. provide Owner with at least 30 days' notice before any termination, cancellation, or material change in insurance coverage is effective; and,
- iv. be issued by a company/corporation currently rated "A-" or better by A.M. Best.

C. Contractor must submit to Owner proof of insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf. The effective date of the insurance will be no later than the effective date of this Agreement.

D. The indemnification and insurance coverage requirements stated in this paragraph 8 and in paragraph 9, below, do not relieve Contractor of any other obligation under this Agreement.

E. Owner may increase the amount or revise the type of required insurance on written demand without requiring amendments to this Agreement. Owner will base any increase or revision on reasonable and justifiable grounds. Within two weeks of the written demand, Contractor shall submit to Owner evidence of insurance coverage that meets the requirements of Owner.

**9. Indemnity, Defend, and Hold Harmless Agreement.** Contractor shall indemnify, defend, and hold harmless Owner and its agents, employees, and/or insurers from

claim, loss, damage, liability or expense arising out of or related to any act or omission of Contractor or Contractor's employees, agents, or invitees arising out of Contractor's performance of services under this Agreement, except to the extent any negligence of Owner or its employees, agents, or invitees is a proximate cause of any injury or damage. If a third party asserts a claim against Contractor and Owner, Contractor and Owner shall seek in good faith to achieve agreement to an apportionment of fault as between them without an independent of litigation. This provision shall survive expiration or termination of this Agreement.

**10. Complaints; Charges.** If the Administrator provides complaints regarding janitorial services to Contractor's designated representative, Contractor shall act on the complaint within twenty-four hours, or if urgent, on the same day the complaint is delivered to Contractor. If the deficiencies are not corrected in the Agreement for Services allotted time, Owner will arrange to have the work done and all charges will be deducted from Contractor's monthly payment.

**11. Termination.**

A. Termination For Cause. The obligation to provide further services under this Agreement may be terminated for cause by either party upon fifteen days' written notice in the event of substantial failure by the other party to perform in accordance with the term thereof through no fault of the terminating party. The nonperforming party shall be given a fifteen calendar day cure period to show progress (satisfactory to the terminating party) after the written notice of intent to terminate.

In the event of any termination, Contractor will be paid for all services properly

rendered up to the date of termination. Upon any termination, Contractor must promptly discontinue all services affected (unless a termination notice from Owner directs otherwise).

In the event of termination for cause by Owner, Owner has the right of set-off from any payment due Contractor, of all expenses, costs, and damages, including professional and legal expenses necessary to provide the services.

B. Termination Without Cause. Owner retains the exclusive right to cancel, stop, or re-schedule any or all services associated with this Agreement upon thirty (30) days' written notice to Contractor. Owner reserves the right to terminate this Agreement for reasons of convenience or if the services are no longer needed with the same termination conditions stated in subsection (A) immediately above except the fifteen (15) day cure period stated above.

Contractor may terminate this Agreement at any time upon thirty (30) days' written notice to Owner. Termination of this Agreement by Contractor without cause shall cause Contractor to be liable to Owner for any increased costs of procuring replacement services as well as for any other damages provided by law.

**12. Costs on Default.** In the event that either party defaults in the performance of any of its obligations under this Agreement and an action is brought for the enforcement thereof, the defaulting party must pay the other all the costs and expenses incurred therefore, including actual, reasonable attorney's fees. No right or remedy herein conferred upon or reserved to Owner is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

**13. Licensing.** Contractor must obtain and maintain all necessary licenses and permits, pay all taxes lawfully imposed on its business, and pay any other fee or charge assessed under any applicable public statute, regulation, or ordinance. Said licensing includes, but is not limited to, obtaining state and borough business licenses and tax certificates, and, where applicable to Contractor, paying all taxes and filing all documents necessary to maintain Contractor's status as a corporate entity in good standing in the State of Alaska.

**14. Visitors.** Contractor may not permit there to be children, friends, or other unauthorized persons at the Facility while the services are being performed by Contractor.

**15. Assignment and Subcontract.** Contractor may not assign or transfer this Agreement without the prior written approval of the Owner. Further, Contractor may not subcontract and/or transfer any part of the services or work to be performed without prior written approval of the Owner. Any such assignment or transfer or subcontracting of services without the consent of Owner constitutes default on the part of Contractor.

**16. No Discrimination.** Contractor shall ensure that Contractor and Contractor's agents and personnel, including any officer or employee, and anyone else acting by, on behalf of, or under the authority of Contract on the Airport and, on the Premises, does not discriminate on the grounds of race, creed, color, national origin, age, sex, handicap, marital status, change in marital status, pregnancy, or parenthood against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or state law. Contractor recognizes that the right of state to take any action necessary to enforce this provision, including actions required pursuant to any federal or state law. This agreement is

subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any contract agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

A. Affirmative Action: The Contractor will undertake any affirmative action program required by 14 CFR, Part 152 (Airport Aid Program), subpart E (Nondiscrimination in Airport Aid Program), and the American Disabilities Act of 1990 to ensure that no person shall, on the grounds of race, creed, color, national origin, age, sex, handicap, marital status, change in marital status, pregnancy, or parenthood be excluded from participating in any employment, contracting, or leasing activities covered by 14 CFR Part 152, subpart E or the American Disabilities Act of 1990. Contractor assures that no person shall be excluded on these grounds, from participating in or receiving the services or benefits of any program or activity covered by said subpart or act. Contractor assures that I will require its covered organizations provide assurances to state that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 CFR Part 152, subpart E or the American Disabilities Act of 1990, to the same effect.

Contract shall comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, subpart E, the American Disabilities Act of 1990, a part of the affirmative action program, and by any federal, state, or local agency or court, including those resulting from a conciliation agreement, consent decree, court order, or similar mechanism. Contractor shall use state or local affirmative actions plans in lieu of any



affirmative action plan or steps required by 14 CFR 152.409. Contractor shall obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 CFR Part 152, subpart E. Copies of CFR Part 152, subpart E, and the American Disabilities Act of 1990 are available from the City.

B. Compliance with Regulations: Concessionaire will comply with Title VI List of Pertinent Nondiscrimination Statutes and Authorities, attached as Attachment A, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract

**17. Assumption of Risk.** Contractor must provide all proper safeguards and assume all risks incurred in performing its services hereunder.

**18. No Waiver.** If Owner does not insist in any one or more instances on the strict performance by Contractor of any provision or article under this Agreement, it is not a waiver or relinquishment for the future, but the provision or article will continue in full force. An Owner waiver of any provision or article in this Agreement cannot be enforced nor relied on unless the waiver is in writing and signed on behalf of Owner.

**19. Integration and Modification.** This Agreement contains the entire agreement of the parties. All negotiations, statements, representations, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this Agreement or the performance of either party hereto, are merged and integrated into the terms of this Agreement. This Agreement may not be modified or amended except by a writing signed by both parties hereto.



**20. Applicable Law/Venue.** In any dispute between the parties, the laws of the State of Alaska will govern. If any such dispute results in a lawsuit, the parties may only bring the lawsuit before the courts of the State of Alaska in the Third Judicial District at Kenai.

**21. Rules of Interpretation.** Headings of paragraphs herein are solely for convenience of reference and shall not affect meaning, construction, or effect of this Agreement. Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa. Unless the context otherwise indicates, the use of the neuter, masculine, or feminine gender shall include the others as well.

**22. Notices.** Any and all notices required or permitted under this Agreement, unless specified otherwise, shall be in writing and hand-delivered or mailed by certified mail, return receipt requested, to the following addresses:

**Owner:** Kenai Municipal Airport  
305 N. Willow St. Ste. 200  
Kenai, AK 99611

**Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may change its address for notice by giving notice as provided herein to the other party. Notice is effective upon hand delivery or deposit, postage prepaid, in the United States mail.

**23. Authority.** By signing this Agreement Contractor represents that it has read this Agreement and it agrees to be bound by the terms and conditions herein and that the

person signing this Agreement is duly authorized by the organization to bind the organization hereunder.

**24. Effective Date.** This Agreement is not effective until signed by the City Manager of City of Kenai and the Contractor.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement for Services the day and year set forth below.

**CITY OF KENAI**

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

Paul Ostrander  
City Manager

**NAME OF CONTRACTOR**

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

XXXXXXXXXXXXXXXXXXXX  
Owner

STATE OF ALASKA            )  
  )ss  
THIRD JUDICIAL DISTRICT    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Paul Ostrander, City Manager of the City of Kenai, an Alaska municipal corporation, on behalf of the City.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission Expires: \_\_\_\_\_

**CORPORATION CONTRACTOR NOTARY:**

STATE OF ALASKA            )  
  )ss  
THIRD JUDICIAL DISTRICT    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ of \_\_\_\_\_, an Alaskan Corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission Expires: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Scott Bloom  
City Attorney

**ATTACHEMENT A**  
**CIVIL RIGHTS – TITLE VI ASSURANCE**

**Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

- 1. Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein Incorporated by reference and made a part of this contract.
- 2. Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub-contractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a sub-contractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Kenai Municipal Airport pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Kenai Municipal Airport will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Kenai Municipal Airport will there upon revert to and vest in and become the absolute property of Kenai Municipal Airport and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC §2000d *et seq.*, 78 stat.252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and concessionaires, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq*).



**CITY OF KENAI  
JANITORIAL SPECIFICATIONS  
KENAI MUNICIPAL AIRPORT TERMINAL BUILDING**

Contractor shall comply with the following specifications for providing janitorial services at the Kenai Municipal Airport Terminal Building (Facility).

1. Owner shall designate a Contract Administrator (Administrator) who shall be the contact person for Contractor to address any matters arising under the Agreement for Services (Agreement).
2. Owner shall supply key/card access to Contractor for the Facility. The Contractor shall be responsible for all keys/cards issued to him and to ensure against loss, theft, duplication or abuse. Contractor shall also ensure that all appropriate areas are secured when cleaning is completed.
3. Contractor will have access to areas that are deemed restricted and sensitive in nature and must provide Contract Administrator with the full name, date of birth, and State of Alaska Driver's License or Identification number of prospective janitorial employee(s) to facilitate an accurate background inquiry. After reviewing the background inquiry, the Contract Administrator will notify the Contractor if the prospective janitorial employee(s) are allowed or denied access.
4. The Facility is approximately 25,000 square feet.
5. Routine janitorial service will be scheduled during those hours that the tenant organizations are not conducting business in the building. Provisions may be made for limited services to be performed during normal working hours. These services shall be limited to those that may be performed without disrupting the tenant operation or customer traffic in the building.
6. Contractor may store janitorial supplies and equipment in the janitor's room/closet at the Facility, which room/closet must be kept clean and orderly by Contractor. Extra supplies may also be kept in the north janitorial room, which must be orderly and with empty cartons removed; no storage shall be allowed in the boiler or mechanical rooms. All cleaning supplies must be stored in clearly-labeled containers.
7. Contractor shall supply professional grade cleaning materials and equipment, including a commercial-type vacuum cleaner. Contractor will provide all MSDS for cleaner used to the Administrator as soon as the cleaning agent is on site.
8. Due to COVID-19 and other viral strains, the demand to disinfect and wipe down high touch surfaces is mandatory and will be required multiple times a day.
9. Owner shall furnish paper towels, toilet paper, toilet seat covers, trash bags, and hand soap for the Facility. Contractor shall notify the Contract Administrator as these items become depleted.



10. Owner shall provide a machine for the cleaning of tile areas. All floors must be swept and wet mopped daily using the machine with an automatic scrubber/brush (3M red or white pad), using a diluted solution of neutral pH cleaner. Contractor shall maintain this machine according to manufacturer specifications. The contractor is responsible for providing brushes, cleaning agents, and other wear-related items.
11. Contractor's employees must wear appropriate attire, clean neat slacks or jeans (no holes), t-shirt with employer logo or full uniform. Airport Manager has final authority on appropriate attire.
12. Contractor's employees shall be thoroughly familiar with these Specifications.
13. Contractor shall not disturb papers on desks, shall not open drawers or cabinets, and shall not use telephones, computers, or any other equipment in the Facility.
14. Should a use of the Facility require additional janitorial services other than those specified herein, the Kenai Municipal Airport shall be responsible for paying for those additional services. Contractor shall bill Owner for those services under this agreement.

#### SCOPE & SPECIFICATIONS

(See Attached)

**CITY OF KENAI  
KENAI MUNICIPAL AIRPORT  
JANITORIAL SCOPE**

Area	Task Description	Daily 10AM&4PM	Daily (11PM- 5AM)	Weekly	Monthly	Quarterly	Annually	As-Needed
North-Men's Bathroom	Sweep or Dust Mop and Wet Mop Floor	X	X					
	Clean Sinks	X	X					
	Clean Countertop	X	X					
	Clean Mirrors	X	X					
	Clean and Service Towel, Toilet Tissue, Seat Cover, Soap, Air Freshener, or any Other Dispensers	X	X					
	Clean Walls			X				
	Clean Toilets and Urinals	X	X					
	Trash/Waste Removal (if over 50% full)	X	X					
	Clean and Polish Fixtures	X	X					
	Clean and Polish Electric/Air Hand Dryers	X	X					
	Clean Partition Stalls and Doors		X					
	Service Battery Operated Sink Fixtures, Replace Battery in Needed		X					
	Strip and Wax Floors					X		
	Clean Entry Door	X	X					
	Disinfect, Wipe Down High Touch Surfaces	X	X					
Café/Restaurant	No Janitorial Services							
South-Men's Bathroom	Sweep or Dust Mop and Wet Mop Floor	X	X					
	Clean Sinks	X	X					
	Clean Countertop	X	X					
	Clean Mirrors	X	X					
	Clean and Service Towel, Toilet Tissue, Seat Cover, Soap, Air Freshener, or any Other Dispensers	X	X					
	Clean Walls			X				
	Clean Toilets and Urinals	X	X					
	Trash/Waste Removal (if over 50% full)	X	X					
	Clean and Polish Fixtures	X	X					
	Clean and Polish Electric/Air Hand Dryers	X	X					
	Clean Partition Stalls and Doors		X					
	Service Battery Operated Sink Fixtures, Replace Battery in Needed		X					
	Strip and Wax Floors					X		
	Clean Entry Door	X	X					
	Disinfect, Wipe Down High Touch Surfaces	X	X					
North-Women's Bathroom	Sweep or Dust Mop and Wet Mop Floor	X	X					
	Clean Sinks	X	X					
	Clean Countertop	X	X					
	Clean Mirrors	X	X					
	Clean and Service Towel, Toilet Tissue, Seat Cover, Soap, Air Freshener, Sanitary Napkin, or any Other Dispensers	X	X					
	Clean Walls			X				
	Clean Toilets	X	X					
	Trash/Waste Removal (if over 50% full)	X	X					
	Clean and Polish Fixtures	X	X					
	Clean and Polish Electric/Air Hand Dryers	X	X					
	Clean Partition Stalls and Doors		X					
	Clean Baby Changing Table	X	X					
	Service Battery Operated Sink Fixtures, Replace Battery in Needed		X					
	Strip and Wax Floors					X		
	Clean Entry Door	X	X					
	Disinfect, Wipe Down High Touch Surfaces	X	X					
South-Women's Bathroom	Sweep or Dust Mop and Wet Mop Floor	X	X					
	Clean Sinks	X	X					
	Clean Countertop	X	X					
	Clean Mirrors	X	X					
	Clean and Service Towel, Toilet Tissue, Seat Cover, Soap, Air Freshener, Sanitary Napkin, or any Other Dispensers	X	X					
	Clean Walls				X			
	Clean Toilets	X	X					
	Trash/Waste Removal (if over 50% full)	X						
	Trash/Waste Removal		X					
	Clean and Polish Fixtures	X	X					
	Clean and Polish Electric/Air Hand Dryers	X	X					
	Clean Partition Stalls and Doors		X					
	Clean Baby Changing Table	X	X					
	Service Battery Operated Sink Fixtures, Replace Battery in Needed		X					

**CITY OF KENAI  
KENAI MUNICIPAL AIRPORT  
JANITORIAL SCOPE**

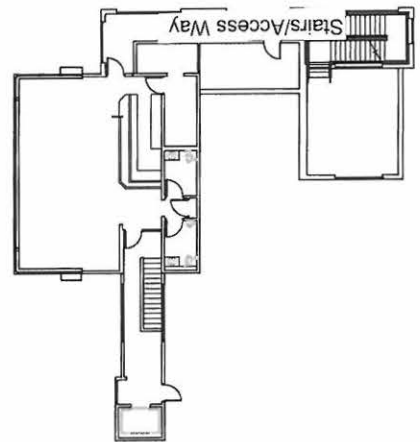
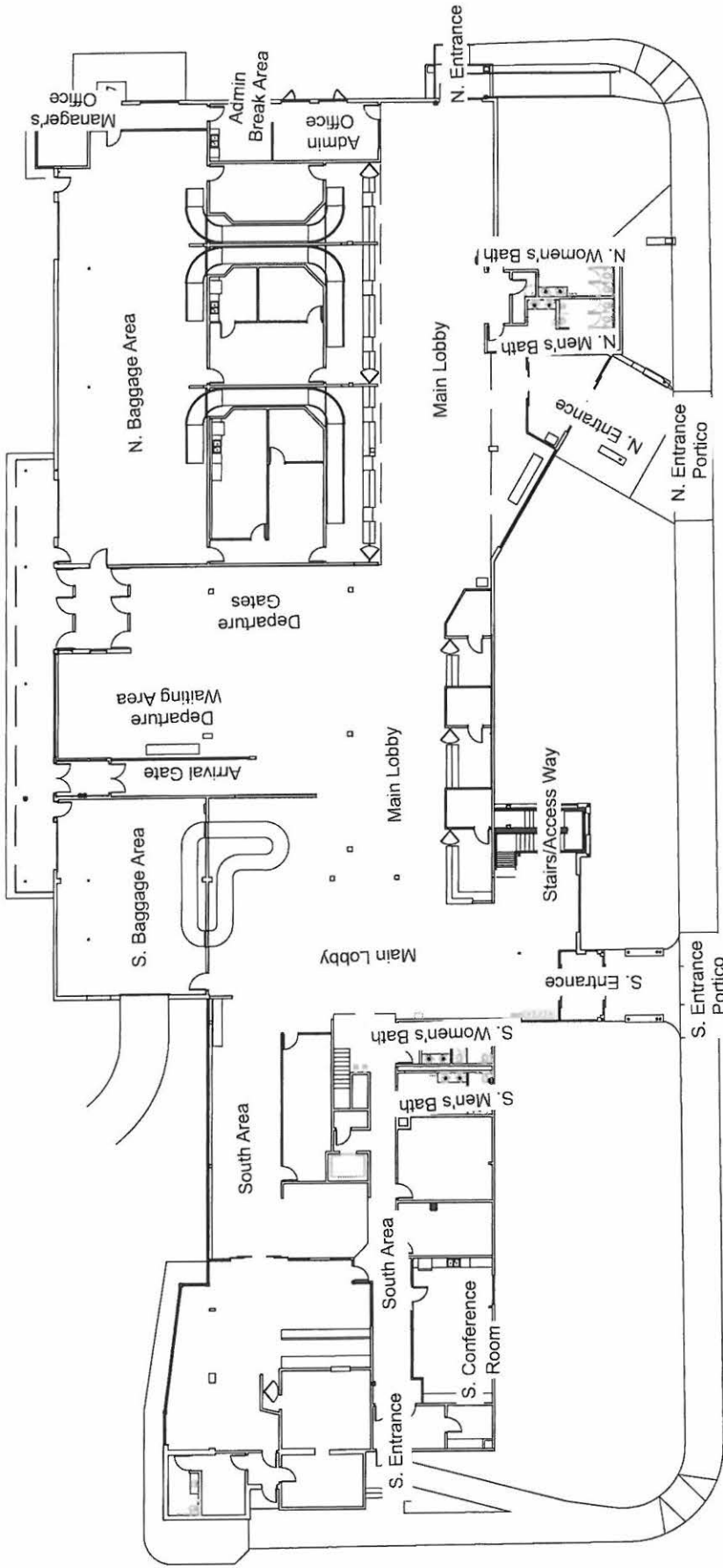
Area	Task Description	Daily 10AM&4PM	Daily (11PM- 5AM)	Weekly	Monthly	Quarterly	Annually	As-Needed
Janitor Closet	Strip and Wax Floors					X		
	Clean Entry Door	X	X					
	Disinfect, Wipe Down High Touch Surfaces	X	X					
	No Janitorial Services							
Janitor Storage Room	No Janitorial Services							
Elevator/Elevator Room	No Janitorial Services							
Lounge	No Janitorial Services							
Stairs/Access Walkway	Sweep		X					
	Wet mop		X					
	Spot Clean Windows		X					
	Wash walls							X
	Clean and Disinfect Handrails		X					
	Disinfect, Wipe Down High Touch Surfaces	X	X					
Budget Office Space	No Janitorial Services							
South Area	Vacuum Carpet		X					
	Spot Clean Carpet		X					
	Sweep and machine mop tile		X					
	Spot Clean Window Glass and Display Case Glass		X					
	Carpet Clean/Extraction					X		
	Trash/ Waste Removal		X					
	Disinfect, Wipe Down High Touch Surfaces	X	X					
Avis Office Space	No Janitorial Services							
Mechanical Room	No Janitorial Services							
Boiler Room	No Janitorial Services							
S. Main Entrance	Spot Clean Windows		X					
	Vacuum Carpet		X					
	Clean Walls				X			
	Spot Clean Doors		X					
	Disinfect, Wipe Down High Touch Surfaces	X	X					
N. Main Entrance	Spot Clean Windows		X					
	Vacuum Carpet		X					
	Clean Walls				X			
	Spot Clean Doors		X					
	Disinfect, Wipe Down High Touch Surfaces	X	X					
S. Entrance Portico	Sweep or Dust Mop Canopy Area		X					
	Trash/Waste Removal (if over 50% full)	X						
	Trash/Waste Removal		X					
	Spot Clean Doors		X					
	Disinfect, Wipe Down High Touch Surfaces	X	X					
N. Entrance Portico	Sweep or Dust Mop Canopy Area		X					
	Trash/Waste Removal (if over 50% full)	X						
	Trash/Waste Removal		X					
	Spot Clean Doors		X					
	Disinfect, Wipe Down High Touch Surfaces	X	X					
Empty Car Rental Space	No Janitorial Services							

**CITY OF KENAI  
KENAI MUNICIPAL AIRPORT  
JANITORIAL SCOPE**

Area	Task Description	Daily 10AM&4PM	Daily (11PM- 5AM)	Weekly	Monthly	Quarterly	Annually	As-Needed
Concessionaire Office(glass)	No Janitorial Services							
Main Lobby Stairs to Bar	Sweep and wet mop stairs		X					
	Clean and disinfect handrails		X					
	Machine mop hard-surface floors		X					
	Trash/Waste Removal (if over 50% full)	X						
	Trash/Waste Removal		X					
	Clean and/or Damp Wipe Hard Surfaces and Furniture/baggage carousel		X					
	Spot Clean Windows		X					
	Clean All Windows				X			
	Spot Clean Walls		X					
	Clean, Disinfect, and Polish Drinking Fountain	X	X					
	Remove Holiday Window Art						X	
	Pick-up and Dispose of Refuse	X	X					
	Disinfect, Wipe Down High Touch Surfaces	X	X					
Arrival Gate	Vacuum Carpet		X					
	Spot Clean Carpet		X					
	Sweep and machine mop hard-surface floors		X					
	Spot Clean Windows		X					
	Spot Clean Walls		X					
	Disinfect, Wipe Down High Touch Surfaces	X	X					
Departure Gates	Vacuum Carpet		X					
	Spot Clean Carpet		X					
	Sweep and machine mop hard-surface floors		X					
	Spot Clean Windows		X					
	Spot Clean Walls		X					
	Trash/Waste Removal		X					
	Disinfect, Wipe Down High Touch Surfaces	X	X					
Departure Waiting Area	Vacuum Carpet		X					
	Spot Clean Carpet		X					
	Trash/Waste Removal (if over 50% full)	X						
	Trash/Waste Removal		X					
	Clean and Damp Wipe Hard Surfaces and Furniture		X					
	Spot Clean Windows		X					
	Spot Clean Walls		X					
	Pick-up and Dispose of Refuse	X	X					
	Disinfect, Wipe Down High Touch Surfaces	X	X					
Ravn Counter Area Concessionaire Office Space	No Janitorial Services							
Grant Counter Area Concessionaire Counter Area	No Janitorial Services							
3rd Counter Area Concessionaire Office	No Janitorial Services							
S. Conference Room	Vacuum Carpet		X					
	Trash/Waste Removal		X					
	Spot Clean Carpet		X					
	Spot Clean Windows		X					
	Spot Clean Walls		X					
	Disinfect, Wipe Down High Touch Surfaces	X	X					
Admin Office	Sweep		X					
	Machine mop hard-surface flooring		X					
	Dust and/or Damp Wipe Hard Surfaces		X					
	Spot clean walls		X					
	Trash/Waste Removal		X					
	Disinfect, Wipe Down High Touch Surfaces	X	X					
Admin Break Area	Sweep		X					
	Machine mop hard-surface flooring		X					

**CITY OF KENAI  
KENAI MUNICIPAL AIRPORT  
JANITORIAL SCOPE**

Area	Task Description	Daily 10AM&4PM	Daily (11PM- 5AM)	Weekly	Monthly	Quarterly	Annually	As-Needed
	Dust and/or damp wipe hard surfaces		X					
	Spot clean walls		X					
	Trash/waste removal		X					
	Disinfect, Wipe Down High Touch Surfaces	X	X					
N. Baggage Area	Trash/Waste Removal		X					
	Disinfect, Wipe Down High Touch Surfaces	X	X					
	Sweep Floor			X				
Manager's Office	Vacuum Carpet		X					
	Trash/Waste Removal		X					
	Spot Clean Carpet		X					
	Spot Clean Walls		X					
	Dust and/or Damp Wipe Hard Surfaces		X					
	Disinfect, Wipe Down High Touch Surfaces	X	X					
S. Baggage Area	Trash/Waste Removal		X					
	Disinfect, Wipe Down High Touch Surfaces	X	X					
	Sweep or Dust Mop Floor			X				



THIS DRAWING IS NOT TO SCALE

WINCE-CORTHELL-BRYSON

JOB NO: REVISED: Plotted: 11/05/19

KENAI MUNICIPAL AIRPORT  
KENAI, ALASKA

**BID FORM  
JANITORIAL SERVICES  
KENAI MUNICIPAL AIRPORT**

TO:      Kenai Municipal Airport  
         305 N. Willow St. Ste.200  
         Kenai, AK 99611

FROM:

---

Bidder's Name (legal name and any d/b/a)

---

Bidder's Contact Person

---

Address

---

Telephone

Cell

---

Facsimile

Email

Documents to Submit With This Bid

1.      This (completed) Bid Form
2.      Copy of State of Alaska business License
3.      Four client/business references with telephone number.

I have examined the Bid Documents and the facility, and submit the following Bid:

1. Bidder agrees to hold its bid open Forty-Five (45) consecutive calendar days.
2. Bidder agrees to accept the provisions of the Information to Bidders.
3. Bidder agrees to enter into a contract, if awarded, on the basis of this Bid.
4. Bidder agrees to furnish all services and work in accordance with the Bid Documents.

PROPOSED COST TO THE CITY FOR JANITORIAL SERVICES FOR THE KENAI MUNICIPAL  
AIRPORT

Per MONTH \$ \_\_\_\_\_

---

(Write out the dollar amount you filled in above)



### Addenda Acknowledgement

Bidder hereby certifies that it has received the Bid Documents for Janitorial Services for the Kenai Municipal Airport Facility and Addenda No(s). \_\_\_\_\_ and has included their provisions in this bid.

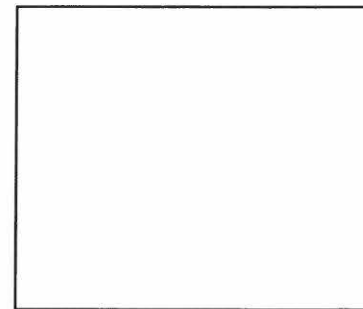
# Tax Compliance Certification

## Kenai Peninsula Borough

### Finance Department

144 N. Binkley Street  
Soldotna, Alaska 99669-7599  
www.kpb.us

Phone: (907) 714-2197  
or: (907) 714-2175  
Fax: (907) 714-2376



1.) Fill in all information requested. 2.) Sign and date. 3.) Submit with solicitation, or other.

For Official Use Only

Reason for Certificate:		For Department:	
<input type="checkbox"/> Solicitation <input type="checkbox"/> Other:		Dept. Contact:	
Business Name:			
Business Type:		<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other:	
Owner Name(s):			
Business Mailing Address:			
Business Telephone:		Business Fax:	
Email:			

As a business or individual, have you ever conducted business or owned real or personal property within the Kenai Peninsula Borough? (If yes, please supply the following account numbers and sign below. If no, please sign below.)

☐ Yes    ☐ No    Kenai Peninsula Borough Code of Ordinances, Chapter 5.28.140, requires that businesses/individuals contracting to do business with the Kenai Peninsula Borough be in compliance with Borough tax provisions. No contract will be awarded to any individual or business who is found to be in violation of the Borough Code of Ordinances in the several areas of taxation.

REAL/PERSONAL/BUSINESS PROPERTY ACCOUNTS	
ACCT. NO.	ACCT. NAME

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)	
YEAR LAST PAID	BALANCE DUE

\_\_\_\_\_  
KPB Finance Department (signature required)

\_\_\_\_\_  
Date    ☐ In Compliance    ☐ Not in Compliance

SALES TAX ACCOUNTS	
ACCT. NO.	ACCT. NAME

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)		
FILED THRU	M/F's	BALANCE DUE

\_\_\_\_\_  
KPB Sales Tax Division (signature required)

\_\_\_\_\_  
Date    ☐ In Compliance    ☐ Not in Compliance

CERTIFICATION: I, \_\_\_\_\_ the \_\_\_\_\_, hereby certify that, to the  
(Name of Applicant) (Title)  
 best of my knowledge, the above information is correct as of \_\_\_\_\_.  
(Date)

\_\_\_\_\_  
Signature of Applicant (Required)

**IF ANY BUSINESS IS CONDUCTED OR IS AWARDED A BID WITHIN THE KENAI PENINSULA BOROUGH YOU MUST BE REGISTERED TO COLLECT SALES TAX. THE SALES TAX DEPARTMENT CAN BE REACHED AT (907) 714-2175.**

## NON – COLLUSION AFFIDAVIT

(To be executed and submitted with Bid Proposal)

I, \_\_\_\_\_ of \_\_\_\_\_,  
Firm Name

being duly sworn, do depose and state:

I, or the firm, association, or corporation of which I am a member, who bid on the Contract to be executed by the City of Kenai, for the construction of that certain construction project designated as:

### KENAI MUNICIPAL AIRPORT JANITORIAL SERVICES

located at Kenai, Alaska in the State of Alaska, have not, 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 such Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  )ss  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC for State of Alaska  
My Commission Expires: \_\_\_\_\_