

Date of Action:	
Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>
By: <i>Komit</i>	

**CITY COUNCIL ACTION MEMORANDUM**

**AM No. 14-17: Awarding a three (3) year contract to Little Diamond Cleaning in the amount of \$47,950 for Janitorial Services at the Wasilla Police Department (WPD).**

Originator: April Dwyer, Purchasing/Contracting Officer

Date: 4/24/2014

Agenda of: 5/12/2014

Route to:	Department Head	Signature	Date
X	Chief of Police		
	Public Works Director		
	Recreation & Cultural Services Director		
X	Finance Director	<i>[Signature]</i>	4-30-14
X	Deputy Administrator	<i>[Signature]</i>	5/1/14
X	City Clerk	<i>Komit</i>	5/6/14

Reviewed by Mayor Verne E. Rupright: *[Signature]*

Fiscal Impact:  yes or  no

Funds Available:  yes or  no

**Account name/number/amount:**

Professional Services – Cleaning                      001.4210.420.40.20                      \$47,950

**Attachments:** Little Diamond Cleaning Proposal (33 pages)  
RFP Score Sheet (1 page)

**Summary Statement:** In accordance with WMC 5.08.120, on March 23, 2014, the City of Wasilla issued Request for Proposal 0323-0-2014/AD for Janitorial Services at the Wasilla Police Department. This facility was separated from all other facilities due to its specific requirement for all janitorial staff to maintain an Alaska Public Safety Information Network (APSIN) security clearance.

Proposals were received from two firms: Little Diamond Cleaning and Magic Brite Janitorial. A committee of four scorers (Lieutenant, PW Accounting Clerk, and two Administrative Assistant's at the WPD) scored the proposals based upon firm experience, methodology/approach, and the response from four references. Based upon the criteria, Little Diamond Cleaning scored the highest with 256 total points (see attached).

**Staff Recommendation:** Adopt AM No. 14-17.

City of Wasilla  
 RFP Scoring Sheet  
 RFP No. 0323-0-2014/AD  
 Janitorial Services for WPD  
 Due: April 18, 2014 @ 4pm

Proposals received from:

	Little Diamond Cleaning	Magic Brite Janitorial
1 Proposal received on time?	YES	YES
2 Is there (1) original proposal marked "MASTER"?	YES	YES
3 Is there (4) identical copies?	YES	YES
4 Is the Cost Proposal separate from Narrative Proposal?	YES	YES
5 Are pages 22 and 23 completed and signed?	YES	YES
8 Primary Firm Information provided?	YES	YES
10 Certificate of insurance included?	YES	YES

Scoring for:

	Little Diamond Cleaning	Magic Brite Janitorial
1 Firm experience & Firm stability (15 points)	26	55
2 Methodology/Approach (40 points)	155	110
3 Reference Questionnaire Responses (10 points) Each positive response = 2.5 points (maximum of four references)	40	5.5
<b>Total of all Scores Without Cost:</b>	<b>221</b>	<b>170.5</b>
4 Cost (35 points) The lowest total cost is assigned 35 points.	35	16

The fee points are awarded based on the following formula.  
 $\text{Lowest Sum Proposal} / \text{Proposer's Sum Proposal} \times 35 \text{ points} = \text{Fee Proposal Points}$

**Total of all Scores With Cost:**

	256	186.5
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# CITY OF WASILLA

• Purchasing •

290 East Herning Avenue • Wasilla • Alaska • 99654-7091

• Telephone 907-373-9047 • Fax 907-373-9046 •



## REQUEST FOR PROPOSAL

No. 0323-0-2014/AD

**Janitorial Services for Wasilla Police Department (WPD)**

## RELEASE DATE

**March 23, 2014**

## PRE-PROPOSAL CONFERENCE

**April 11, 2014 at 3:00 pm  
Wasilla Police Department  
1800 E Parks Highway**

## SUBMISSION DEADLINE

**April 18, 2014 @ 4:00 pm  
City Hall, Purchasing Department**

For additional information, please contact:

April Dwyer, Purchasing Officer  
(907) 373-9047

RFP 0323-0-2014/AD

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See Section 20, for instructions on submitting proposals.  
Use this page as the first page of the proposal.  
See Section 22, Submission Checklist.

Company Name LittleDiamond Clearing Contact Person Lorraine Egnaty  
Address 2861 N. Heratite Dr. City Wasilla State AK Zip 99654  
Telephone (907) 373-5031 Fax (N-A) Federal Tax ID No. 57-4464226  
E-Mail Address: legnaty@gmail.com  
I have read, understand, and agree to all terms and conditions herein. Date 4-17-14  
Signed Lorraine Egnaty Print Name & Title Lorraine Egnaty

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### Attachment A

Certification of indemnification and compliance with terms and condition of RFP primary Company.

### Attachment B

Cost Proposal

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Reference Questionnaire

### Attachment D

Example Contract

**A Request for Proposals process is different from an Invitation to Bid. The City expects Proposers to propose creative, competitive solutions to the agency's stated problem or need, as specified below. The City reserves the right to limit the Scope of Services prior to award, if deemed in the best interest of the City of Wasilla.**

## **1. OVERVIEW OF PROJECT**

The City of Wasilla is seeking a qualified vendor to provide janitorial services for the Wasilla Police Department (WPD). The successful contractor MUST have an Alaska Public Safety Information Network (APSIN) approved Security Clearance to enter the facility. During the term of the contract, if any custodial workers are added, fingerprints MUST be provided and approved by APSIN prior to beginning work at the facility. This process can take up to eight (8) weeks to complete. All employees must be approved by the Chief of Police prior to any custodial worker being allowed access to the building.

## **2. ACRONYMS/DEFINITIONS**

For the purposes of this RFP, the following acronyms/definitions will be used:

<i>AAC</i>	Alaska Administrative Code
<i>City</i>	The City of Wasilla and any agency identified herein.
<i>City Staff</i>	Any City of Wasilla department head or their designee
<i>Contractor</i>	The organization/individual that is awarded and has an approved contract with the City of Wasilla for the services identified in this RFP.
<i>Department</i>	Any City of Wasilla department including the Office of the City Clerk, Finance, Public Works, Wasilla Police Department, etc.
<i>Evaluation Committee</i>	An independent committee comprised of a majority of City officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to WMC 5.08.120.
<i>Proposer/Vendor</i>	The company submitting a proposal in response to this RFP.
<i>May</i>	Indicates something that is not mandatory but permissible.
<i>RFP</i>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection under WMC 5.08.120.
<i>Shall/Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the City may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.
<i>WMC</i>	Wasilla Municipal Code

### **3. INTRODUCTION**

The City of Wasilla is seeking a qualified vendor to provide janitorial services for the Wasilla Police Department. The successful Contractor must be able to perform janitorial services that include, but are not limited to all tasks listed in Section 5. The term of this contract shall be for three (3) years with an option to renew for two (2) additional one (1) year terms.

**Proposers must have prior successful experience performing janitorial services, must be licensed to conduct business in the State of Alaska, Matanuska-Susitna Borough and City of Wasilla, and must be able to obtain a security clearance from APSIN.**

### **4. MINIMUM QUALIFICATION**

- 4.1. The Contractor awarded this contract shall:
  - 4.1.1. Furnish all necessary labor and spare tools/equipment and any other necessary accessories, services, personnel and facilities not specified in Section 7.1 to perform the custodial duties specified in the contract. All work shall be performed in strict accordance with the cleaning equipment and product specifications and standards of performance specifications stipulated by the contract.
  - 4.1.2. Provide proof to the City of being properly and currently licensed, bonded and insured, and of possession of any other applicable licenses, as necessary including state and local, in order to provide the type of janitorial/custodial services being requested by the City.
  - 4.1.3. Maintain all required insurance and licenses, keeping them properly valid, current and in full force throughout the duration of this contract and any revision durations, as well as to provide updated documentation for same as necessary to the City.
  - 4.1.4. Have been actively involved in providing commercial janitorial & custodial services for a minimum of one (1) year.
  - 4.1.5. Provide a minimum of two customer references with current contact information.
- 4.2. **All staff and back-up staff must be able to obtain an APSIN security clearance.**
- 4.3. Approval from the Chief of Police shall be required prior to each proposed employee being assigned to any site.
- 4.4. All staff assigned to this site shall be capable of and able to safely and properly perform the duties as described in Section 5 and 6 as appropriate to the job description and assigned duties.
- 4.5. The City may, after reviewing the Contractor request(s), adjust the work experience requirements, provided that such adjustments do not cause a decrease in performance standards. If performance standards are not met, the City may, at no additional cost, demand that the employee(s) be substituted with another employee(s) whose experience meets the requirements.
- 4.6. The City reserves the right to reject (without incurring any cost(s)) any proposed employee(s) being recommended / provided by the Janitorial Contractor. If the proposed employee(s) is/are rejected, the Contractor shall continue to provide (at no additional cost to the City) replacement, employee(s) capable of meeting the position requirements in accordance with this agreement.
- 4.7. Janitorial sub-contractors are not permitted. All work shall be performed by direct employees of the Contractor
- 4.8. Contractor shall be responsible for the supervision and direction of the work performed by Contractor's employees, and shall serve as the main point of contact for this contract.

## 5. SCOPE OF SERVICES

This building is to be cleaned five (5) nights a week with a Sunday through Thursday Schedule. Nightly cleaning services of the Wasilla Police Department (WPD) building are to begin after 6:00 p.m. and will be completed no later than 6:00 a.m. with the following exceptions:

There are areas that are operated on a 24-hour basis such as the WPD Dispatch room in which case it should be vacuumed between the hours of 11:00p.m. and 5:00a.m. unless provided otherwise by the Purchasing Officer.

### 5.1. Nightly Cleaning Services

#### Restrooms (4) - the following services MUST be conducted Nightly

- Clean and disinfect all fixtures
- Clean and polish mirrors and all stainless steel fixtures
- Clean and disinfect all surfaces and sinks
- Clean and sanitize all dispensers
- De-scale toilets and urinals
- Empty all trash containers and replace liners
- Empty sanitary trash and replace bags in sanitary napkin dispensers
- Fill all dispensers (toilet tissue, soap, hand towels, seat covers, etc.)
- Sweep and mop all floors with disinfectant
- Clean and disinfect the baby diaper changing stations

#### Building - the following services MUST be conducted Nightly:

- Clean and disinfect drinking fountains
- Clean and disinfect handrails in stairway
- Clean and disinfect all public counters and tables
- Clean and disinfect all sinks and surrounding surface areas
- Empty all trash containers and replace liners to include replacement of liners in the shredders located in Dispatch and Administrative area
- Sweep/vacuum stairwells
- Sweep and mop all non-carpeted areas
- Vacuum all carpeted areas and walk off mats
- Sweep/mop under rubber mats at entrance/exits

#### Weekly Cleaning Services—The following services MUST be conducted weekly:

- Clean and disinfect bathroom partitions and walls
- Clean baseboards
- Clean window sills and door jambs
- Dust all air duct grills and vents
- Dust blinds, verticals and draperies
- Clean all glass, doors, and frames at building entrance/exit(s)
- All stairwells and stairs shall have scuff marks removed from the stair treads and risers
- Spot clean carpets and furniture to remove stains



- Mop all non-carpeted stairwells
- Dust picture frames/art work in common areas
- Clean and dust all bookcases and cleared desktops

**Monthly Cleaning Services-The following services MUST be conducted monthly:**

- Dust light fixtures and baseboards
- Over dusting/remove cobwebs
- Polish woodwork
- Wash all air duct grills and returns
- Clean all window frames
- Clean and sanitize all trash cans
- Dust and sanitize all bookcases and cleared desktops

**As Needed In All Areas**

- Respond to all special job assignments
- Maintain janitor's closets in orderly, clean and safe condition
- Empty the trash can at the front entrance to the WPD (outside)
- Clean out the large cement container at the front entrance (flower pot)
- Clean evidence room floor when scheduled. This is a task that has to be addressed during regular office hours.

**6. CLEANING SERVICES TASKS – ADDITIONAL CLARIFICATION**

**6.1. GENERAL CLEANING**

- 6.1.1. Unless otherwise noted or directed by the City, the areas to be cleaned include all building interior spaces and the highlighted items identified in this section.
- 6.1.2. Restricted access areas such as the electrical/mechanical rooms, computer/data equipment rooms, elevator equipment room, evidence room and other areas sensitive to security or safety will be cleaned during normal business hours in the presence of City personnel and only upon special request.
- 6.1.3. The Contractor shall ensure all work is done in a safe manner.

**7. SUPPLIES, INVENTORY AND EQUIPMENT**

- 7.1. The City shall be responsible for providing all cleaning supplies and small equipment, such as, trash containers, hand trucks, carts, vacuums, mops and mop buckets, sprayers, dusters, brooms, dust pans and any other routine equipment or tools that may be needed during the course of this contract.
- 7.2. A black desk diary will be centrally located in the Administrative area at WPD which shall be used to communicate any areas which require special attention. Upon arriving at WPD janitorial staff shall log in the date and time they arrived and just prior to leaving, log the time of departure.
- 7.3. Supply re-order forms are kept in the janitors' mailbox in the Administrative area at WPD and should be completed as needed on Wednesday's by filling out the Janitorial Supply Request form. There should be enough supplies to complete at least three (3) days work to allow time to re-stock the supply order.

**9. DAMAGE AND NOTIFICATION OF DAMAGE**

- 9.1. It shall be the ultimate and sole responsibility of the Contractor to repair and/or pay for the repair of any damage caused to the facilities, its contents, equipment, systems or grounds by any direct or indirect action of the Contractor, in a manner acceptable to the City.
- 9.2. The Contractor shall bear the burden of all cost including legal and court fees, for any repairs necessary to correct any damage caused by the Contractor's operations, employees, equipment, with said costs being deducted from the Contractor's monthly invoice and/or addressed via legal means.
- 9.3. Unless otherwise agreed to in writing by the City, repair of any such damage to the facilities, its contents, equipment, systems or grounds shall be completed within fifteen days of the appropriate notification to the City.
- 9.4. The City reserves the right to complete or contract out for the completion of any repairs that are not completed expeditiously by the Contractor, and to complete any repairs in which the quality of repairs provided by the Contractor is deemed to be of an unacceptable quality by the Purchasing Officer.
- 9.5. The costs of all repairs performed by the City as a result of the Contractor's performance of duties or employees, shall be deducted from the Contractor's monthly payment and/or billed to the Contractor, until paid in full. This includes all legal costs, fees, and court costs incurred by the City.
- 9.6. The Contractor shall provide and deliver written notification to the City Maintenance Supervisor narrating any and all damages to the facilities during its operations. All notifications shall be completed immediately after an occurrence or, if damages are incurred during nightly operations, during the next business day.
- 9.7. Notification shall be complete in detail including, at a minimum, identification regarding the type of damage, location, date, time and nature of the occurrence, and any injuries to any personnel due to this occurrence.
- 9.8. City review and approval of proposed repairs shall be made within five days of the City's receipt of said estimates, unless damages have a potential to cause a safety hazard or a breach in security at which time the Contractor shall make all necessary repairs immediately after first seeking the Purchasing Officer's approval.
- 9.9. All repairs completed by the Contractor are subject to the City Maintenance Supervisor's review for approval.

**10. SECURITY, UNIFORMS AND CONFIDENTIALITY**

- 10.1. Strict security shall be maintained at all times.
- 10.2. All exterior doors must remain locked when janitorial staff is in the building in the evening.
- 10.3. All doors are required to be kept locked except when in use. The City will identify these when the Contractor commences janitorial services.
- 10.4. The Purchasing Officer shall be immediately notified in the event any City keys are lost, misplaced or stolen. The cost of rekeying locks will be at the expense of the contractor.
- 10.5. All Contractor personnel shall receive training related to work site confidentiality. All information written, spoken, electronically stored or other, within any workspace is considered proprietary and must be considered confidential at all times and not shared with anyone.
- 10.6. Violation of this policy is grounds for breach of contract and immediate termination of this contract.

- 10.7. The Contractor will not share any information related to buildings, workspaces, processes, or any general information about the City, before, during or after completion of this proposal process and resulting contract.
- 10.8. All janitorial personnel shall wear Contractor-provided uniforms or an identification tag/badge at all times when on City premises. Uniforms shall consist of a lettered shirt or apron that clearly identifies the janitorial company. If uniforms are utilized, Contractor shall provide documentation giving the description and/or a clear photograph of the uniforms to the City. This information shall be forwarded to the Purchasing Officer. If an identification tag or badge is utilized, it shall incorporate a clear photograph of the employee; legibly state the employee's name, and legibly state the Contractor's company name. Then Contractor's employees shall have this tag or badge visibly displayed, above the waist, at all times, while on City property.
- 10.9. Any Contractor employee not appropriately uniformed or not wearing an identification badge will be directed to leave the facilities.
- 10.10. All uniforms shall be well maintained, clean and neat in appearance at all times.
- 10.11. Prior to beginning any work at this site, Contractor shall provide to the Purchasing Officer a complete list of all existing Contractor employees that will be assigned to this site, including valid identification (copy of driver's license or State Identification Card, and/or other document(s) acceptable to the City, verifying the employee may legally work in the State of Alaska/United States). All contractors employee's must obtain a security clearance though APSIN.
- 10.12. Contractor employees whose names are not contained on the City's approved list will not be permitted access to any buildings and will be directed to leave the premises.
- 10.13. Any unauthorized personnel, including but not limited to, visitors, family members, friends, acquaintances, etc., of the Contractor and/or its employees found within or on the facilities grounds will be directed to leave the premises.
- 10.14. The Contractor shall immediately notify the City of any staffing termination of employment for staff that is assigned to this site.
- 10.15. The Contractor is aware that the security clearance process takes up to eight (8) weeks for each potential employee to be approved/disapproved for the facility.
- 10.16. Employees of the Contractor shall be required to conform to all City building security policies, procedures, and systems, (current and/or future) as directed by the City.
- 10.17. The Contractor and its employees shall interact with all security guards or law enforcement officers in order to meet the City's objective to ensure safe facilities. Such interaction shall include, but is not limited to the following: identify any suspicious acts or person(s) within or around the facilities and to report any breach of security.
- 10.18. While work is underway at least one person who can speak, read and write English fluently shall be present in the building at all times.
- 10.19. These procedures may change during the course of this contract. When changes occur, the City will provide notification of change to the Contractor.

#### **11. SITE CONDITIONS, CONTRACTORS LOSS OR DAMAGE**

- 11.1. It shall be the responsibility of the Contractor to verify the complete and total efforts necessary to provide and maintain quality janitorial services. This includes the determination of accurate site layout and conditions, extent of work to be performed and the conditions surrounding the performance, thereof shall rest with the Contractor.

- 11.2. The failure or neglect of the Contractor to become fully familiarized with the sites of the proposed work and the type/quantity of services required shall in no way relieve the Contractor from any obligation with respect to his or her proposal or work performance.
- 11.3. The City shall not bear any risk for any loss by the Contractor.
- 11.4. The Contractor shall be responsible for any injury sustained by its employees while providing services at the City's facilities.

## **12. GENERAL INFORMATION**

- 12.1. This Scope of Services identifies the current known needs of the City, and it is to be considered as a minimum starting point for the desired janitorial services at City facilities.
- 12.2. The City reserves the right to modify or remove work items from the Scope of Services without cost or penalty.
- 12.3. Contractor shall bring to the City's immediate attention any noted discrepancies or inconsistencies in this Scope of Services upon their discovery of same, as well as any suggested or possible solutions/corrective actions.
- 12.4. The City will review the alleged discrepancies or inconsistencies and determine the corrective action to be taken. Any such correction shall become part of this Scope of Services.  
It is the City's intent to only have safe, well-trained, competent & professional employees assigned to this project in order to meet the objectives.
- 12.5. The Contractor shall review the Scope of Services with each employee and ensure that each employee understands the work assignments, how to complete the assignments safely in accordance with applicable regulations (O.S.H.A., etc.) and how to comply with the City's requirements.
- 12.6. The Contractor shall be responsible for any and all training (including all safety training) of it's staff, this includes, but is not limited to, ensuring that the staff is properly trained for the tasks they are (or may be assigned), any cross training that might be required, the provision of any and all safety equipment that is (or may be needed), including but not limited to Personal Protective Equipment, any knowledge or skills testing, physical/medical exams, any subsequent and/or re-currency training.
- 12.7. All established rules and regulations set forth by the City shall be observed by all workers assigned to this project by the Contractor.
- 12.8. When any mopping occurs, appropriate signs and warning devices shall be placed within the surrounding area(s) as precautionary measures until the floor is completely dry, at which time all signs and other safety devices shall be removed.
- 12.9. For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets or similar items shall be stacked on desk, table or window sill.
- 12.10. Upon completion of the work, all furniture and equipment shall be returned to its original position. City property, such as, but not limited to, baseboards, walls, doors, stair risers, furniture and equipment shall in no way be disfigured or damaged during these operations.
- 12.11. The Contractor's staff shall not use or unplug any office equipment such as but not limited to computers, printers, fax machines, phones, copiers etc.
- 12.12. Upon completion of services each day, the Contractor's personnel must ensure all lights have been turned off, all doors are locked and alarm reset, if applicable.

**INVOICING:** Invoices shall be submitted monthly. Standard payment terms are Net 30 Days from date of properly executed invoice, subject of verification of completion of services.

### **13. COMPANY BACKGROUND**

13.1. Company must provide a company profile.

#### **Information provided shall include:**

- 13.2. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state or out-of-City company must become duly qualified to do business in the City of Wasilla by acquiring a City of Wasilla business license.
- 13.3. Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the company or in which the company has been judged guilty or liable. This is a mandatory disclosure.
- 13.4. Location(s) of the company offices and location of the office servicing any City of Wasilla account(s).
- 13.5. Location(s) from which employees will be assigned.
- 13.6. Name, address and telephone number of the company's point of contact for a contract resulting from this RFP.
- 13.7. Length of time company has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

### **14. REFERENCES**

- 14.1. Proposers shall provide a maximum of four (4) references from similar clients performed for private, state and/or large local government clients within the last three years. Proposers are required to submit Attachment B, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Purchasing Officer. It is the company's responsibility to ensure that the completed forms are received by the Purchasing Officer on or before the proposal submission deadline for inclusion in the evaluation process. Business references that are not received, or are not complete, will adversely affect the company's score in the evaluation process. The City may contact any or all business references for validation of information submitted.

### **15. INSURANCE & INDEMNIFICATION**

- 15.1. The City of Wasilla shall be insured as additional insured on all insurance policies except Worker's Compensation policies. All policies shall have a thirty (30) day notice of cancellation clause. The contractor shall provide the following types of insurance:
  - 15.1.1. Workers' Compensation - \$100,000 Employer's Liability and Workers' Compensation as required by Alaska State Workers' Compensation Statutes.
  - 15.1.2. Commercial Automobile Liability - Bodily Injury and Property Damage, including all owned, hired and non-owned automobiles. \$1,000,000 Each Occurrence and Aggregate \$1,000,000
  - 15.1.3. Commercial General Liability - Products & Completed Operations, Personal and Advertising Injury - \$1,000,000 Each Occurrence and Aggregate \$1,000,000.
  - 15.1.4. Janitorial Services Bond - \$25,000.
  - 15.1.5. To the fullest extent permitted by law the firm agrees to defend indemnify and hold harmless the City of Wasilla, its elected and appointed officials, employees, and volunteers against any and all liabilities, claims, demands, lawsuits or losses including costs and attorney fees, and appellate attorney's fees, incurred in defense thereof arising out of or in any way connected or associated with this contract.

**16. COST (Attachment B)**

- 16.1. The cost of services is to include furnishing of all personnel and any specialized equipment as required to properly maintain the facilities and areas in an acceptable condition. The City will provide the contractor with supplies such as cleaning chemicals, dust mops, wet mops, trash can liners, toilet tissue, hand towels, and hand soap, brooms and vacuums.
- 16.2. **SEALED STATEMENT** –The sealed dollar cost fee statement shall contain all pricing information relative to the janitorial services as described in this RFP. The City of Wasilla is not responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost fee proposal. Such costs should not be included in the proposal.

**17. TERMS OF AGREEMENT**

- 17.1. This contract shall remain in effect for an initial time period of three (3) years, after which it may then be renewed for a total of two (2) one (1) year renewals. At the city's option, such renewals may vary in length of time, provided that this does not conflict with and/or exceed the original term of the contract.
- 17.2. All contract periods and/or any renewals shall be based upon:
- 17.2.1. Satisfactory service and performance having been provided by the contractor in accordance to this scope of services.
- 17.2.2. Being mutually agreed to in writing within two months prior to the expiration date of the contract.
- 17.3. City Termination for Nonappropriation. The continuation of this Contract beyond the current year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Wasilla City Council and/or federal sources. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from City, State, and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

**18. PAYMENT**

- 18.1. Payment for services must be negotiable to meet the needs of the City. The City generally pays for services billed on a monthly Net 30 basis, upon receipt of an invoice and using department approval. The City does not issue payment prior to receipt of goods or services.

**19. PRE-PROPOSAL CONFERENCE & SUBMITTAL INSTRUCTIONS**

- 19.1. A pre-proposal conference and walk through will be held on April 11, 2014 at 3:00pm at the Wasilla Police Department.

**THIS PRE-PROPOSAL CONFERENCE IS MANDATORY.**

- 19.2. Proposers shall carefully review this RFP for defects and questionable or objectionable materials. Proposers comments concerning defects and questionable or objectionable material in the RFP must be made in writing and received by the Purchasing Officer not later than the deadline for submitting questions stated below.

19.3. RFP TIMELINE -

<u>TASK</u>	<u>DATE/TIME</u>
Deadline for written questions	04/04/14 3:00pm
Pre-proposal conference, answers to questions, and walk-thru	04/11/14 3:00pm
<u>Deadline for submission</u>	04/18/14 4:00pm
Evaluation period	04/21/14 to 04/25/14
Selection of company	On or About 04/30/14

*NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to planholders.*

- 19.4. SUBMITTALS - Proposers shall submit one (1) original proposal marked "MASTER" and four (4) identical copies to:

City of Wasilla,  
 Attn: Purchasing Officer  
 290 E. Herning Avenue  
 Wasilla, AK 99654-7091

Proposals shall be clearly labeled in a sealed envelope or box as follows:

REQUEST FOR PROPOSAL NO.: 0324-0-2014/AD  
PROPOSAL SUBMISSION DEADLINE: 04/18/2014 4 p.m.  
 FOR: Janitorial Services at the Wasilla Police Department

- 19.5. RECEIPT - Proposals must be received at the above-referenced address no later than 4:00 p.m., Alaska Daylight Savings Time, April 18, 2014. Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Proposers may submit their proposal any time prior to the above stated deadline.
- 19.6. ERRORS - The City will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will NOT be considered; however, at the City's discretion, a proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposals may be modified by facsimile, e-mail or written notice, provided such notice is received prior to the opening of the proposals. Proposers may transmit proposal modifications by facsimile or email at their own risk. The City will not be responsible for any error or failure in facsimile or email transmission or receipt.
- 19.7. DISCREPANCIES - If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "MASTER," the City may reject the proposal. However, the City may at its sole option, select one copy to be used as the master.

- 19.8. **FORMAT** - For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.
- 19.9. **DOCUMENTATION** - If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 19.10. **FORMAT** - Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 19.11. **DETAILS** - Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 19.12. **SIGNATURE** - The proposal must be signed by the individual(s) legally authorized to bind the company.
- 19.13. **CITY CONTACT** - For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Officer. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective companies or their representatives. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 19.14. **REVIEW** - Proposers who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Officer. To be considered, a request for review must be received no later than the deadline for submission of questions.
- 19.15. **RESPONSE** - The Purchasing Officer shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.
- 19.16. **RESPONSE DETAIL** - Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.
- 19.17. **CHANGES** - If a proposer changes any material RFP language, proposer's response may be deemed non-responsive.
- 19.18. **LICENSING** - Proposers are cautioned that some services may contain licensing requirement(s). Proposers shall be proactive in verification of these requirements prior to proposal submittal. Proposals, which do not contain evidence of the proposer's possession of the requisite licensure, may be deemed non-responsive.
- 19.19. **SUBMITTAL REQUIREMENT** - Proposals shall be submitted in two (2) distinct parts - the narrative/technical proposal and the cost proposal. **The narrative/technical proposal must not include cost and pricing information.** While Technical and Cost proposals may be shipped together (i.e., in the same box/envelope), each proposal, inclusive of the master and requisite number of copies, must be bound or packaged separately.



## **20. PROPOSAL EVALUATION AND AWARD PROCESS**

- 20.1. Proposals shall be consistently evaluated and scored on a 100 point scale in accordance with WMC 5.08.120 based upon the following criteria listed in descending order of precedence:
- 20.2. **Company Experience – Experience of the Janitorial Company – 15 points**
- 20.2.1. Number of years in the janitorial business, number of years of direct experience with a government entity, number of accidents per submitted OSHA log (higher the number, the lower the number of points assigned), whether a safety program is in use, etc.
- 20.3. **Fee Structure – Monthly Charge to the City for Janitorial Services – 35 points**
- 20.3.1. The proposal with the best value for the cost charged will receive the highest number of points.
- 20.4. **Methodology/Approach – 40 points**
- 20.4.1. The methodology and approach should describe the philosophy that will be used in servicing the City's janitorial requirements. The Proposer should highlight its strengths and describe the method of performing the requirements of this RFP. The methodology should be described in sufficient detail to demonstrate familiarity with this type of service and should identify areas where the proposer can add value. The approach should be used to suggest innovations that can be applied by the City to help make janitorial service as cost effective and efficient as possible.
- 20.5. **Reference Questionnaire Responses – 10 points**
- 20.5.1. Points will be awarded for each reference questionnaire received up to a maximum of four responses. Two and one half (2.5) points for each positive questionnaire received will be awarded.
- Note: Conflict of interest, financial stability and response from Section 14 will be scored on a pass/fail basis.

**Proposals shall be kept confidential until a contract is awarded.**

- 20.6. The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Wasilla WMC 5.08.020 and 5.08.120.
- 20.7. Each proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the proposer or in which the proposer has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The City reserves the right to reject any proposal based upon the proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures per WMC 5.08.160.
- 20.8. Clarification discussions may, at the City's sole option, be conducted with companies who submit proposals determined to be acceptable and competitive per WMC 5.08.120. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing companies.

- 20.9. A Notification of Intent to Award shall be issued in accordance with WMC 5.08.120 and 5.08.160. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Mayor and/or City Council, when required. Negotiations shall be confidential and not subject to disclosure to competing companies unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City upon written notice to all companies may negotiate a contract with the next highest scoring proposer or withdraw the RFP.
- 20.10. Any contract for more than \$30,000 resulting from this RFP shall not be effective unless and until approved by the City Council (WMC 5.08.070).

**21. TERMS, CONDITIONS AND EXCEPTIONS**

- 21.1. Performance of the proposer may be rated semi-annually following contract award and then annually for the term of the contact by the using City department in six categories: customer service; timeliness; quality; technology; flexibility; and pricing. The proposer will be notified in writing of its rating.
- 21.2. In accordance with WMC 5.08.190, this request for proposal is subject to the local proposer preference authorized by WMC 5.08.190, thus the city will reduce the proposal proposed by each local proposer by two and on-half (2-1/2) percent before evaluating bid or proposal prices for purposes of contract award. The reduction authorized is applied only for bid or proposal evaluation, and is not applied to the awarded contract price. A local proposer is a person who holds current Alaska, Matanuska-Susitna Borough, and City of Wasilla business licenses, submits a proposal under the name which appears on its current Alaska, Matanuska-Susitna Borough and City of Wasilla business licenses, and has maintained a place of business within the city staffed by the proposer or an employee of the proposer for a period of at least six months immediately preceding the date of submission of the proposal.
- 21.3. This procurement is being conducted in accordance with WMC Title 5.08.
- 21.4. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.

**The City reserves the right to waive informalities and minor irregularities in proposals received.**

- 21.5. The City reserves the right to reject any or all proposals received prior to contract award (WMC 5.08.170).
- 21.6. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Wasilla after all factors have been evaluated (WMC 5.08.160).
- 21.7. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Officer's attention as soon as possible so that corrective addenda may be furnished to prospective proposers.
- 21.8. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the proposer's standard contract language. The omission of these documents renders a proposal non-responsive.
- 21.9. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

- 21.10. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 21.11. Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered per WMC 5.08.120(D). Proposers transmit proposal withdrawals by facsimile at their own risk. The City will not be responsible for any error or failure in facsimile transmission or receipt.
- 21.12. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other company or prospective company. Collaboration among competing companies about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the proposer.
- 21.13. No attempt may be made at any time to induce any company or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 21.14. Prices offered by a Proposer in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded company agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded company for implementation of their proposal.
- 21.15. The City is not liable for any costs incurred by proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the company in responding to the RFP, are entirely the responsibility of the company, and shall not be reimbursed in any manner by the City.
- 21.16. All proposals submitted become the property of the City and will be returned only at the City's option and at the company's request and expense. The master copy of each proposal shall be retained for official files and will become public record after the award of a contract. If a company wishes individual pages which contain actual business proprietary information to be held confidential, each page shall be marked and an explanation furnished of its proprietary nature. In addition to marking individual pages, the proposal cover will also be annotated with the words "THIS PROPOSAL CONTAINS PROPRIETARY INFORMATION." Confidential and Proprietary information is not meant to include any information which, at the time of disclosure, is generally known by the public and/or competitors.
- 21.17. A proposal submitted in response to this RFP must identify any utilization of independent counsel, and outline the contractual relationship between the awarded company and each independent counsel. An official of each proposed independent counsel must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the independent counsel has read and will agree to abide by the awarded company's obligations.
- 21.18. The awarded company will be the sole point of contract responsibility. The City will look solely to the awarded company for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded company shall not be relieved for the non-performance of any or all independent counsel.
- 21.19. The awarded company must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded company has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

- 21.20. Notwithstanding any other requirement of this section, the City reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the above-stated Insurance Schedule. It will be the awarded company's responsibility to recommend to the City alternative methods of insuring the contract. Any alternatives proposed by a company should be accompanied by a detailed explanation regarding the company's inability to obtain insurance coverage as described above. The City shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.
- 21.21. Each company must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, proposers affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a company's proposal. An award will not be made where a conflict of interest exists. The City will determine whether a conflict of interest exists and whether it may reflect negatively on the City's selection of a company. The City reserves the right to disqualify any company on the grounds of actual or apparent conflict of interest.
- 21.22. The City will not be liable for Federal, State, or Local excise taxes.
- 21.23. Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment C contract form and all terms and conditions therein, except such terms and conditions that the company expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.
- 21.24. The City reserves the right to negotiate final contract terms with any company selected WMC 5.08.120(E). The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded company's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded company's proposal, and the awarded company's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 21.25. Company understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any company misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 21.26. No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the City.
- 21.27. The City Attorney will not render any type of legal opinion regarding this transaction.
- 21.28. Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.
- 21.29. Supplies, services or equipment will not be purchased from companies that are known to be in violation of the Wasilla Municipal code without prior written approval from the Mayor per Administrative Policy No. 02-04.

21.30. The City reserves the right to conduct a background inquiry of each company that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the company consents to such an inquiry and agrees to make available to the City such books and records the City deems necessary to conduct the inquiry.

**22. SUBMISSION CHECKLIST**

Proposer should ensure that each item is addressed as per instructions in this RFP. This checklist is provided for company's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award. Documents to be submitted with proposal:

DOCUMENT	MASTER (One Copy – Sealed Separately)	NARRATIVE/TECHNICAL (Four Copies – Sealed Separately)
Page 2 of RFP – Completed and Signed		
Attachment A – Completed and Signed		
SOQ Narrative – Requested Information in Section 4		
Verification of Licensure		
Certificate of Insurance		
Attachment B (COST) – Completed and Signed		<b>DO NOT INCLUDE</b>
References	Submitted Directly From References	Submitted Directly From References

## PROPOSAL QUALIFICATION DATA

THIS INFORMATION IS MANDATORY - ALL FIELDS MUST BE COMPLETED.

### COMPANY EXPERIENCE

State the number of years the company has been in business performing contract janitorial services:	Since February 06, 2014
State the number of years the company has been contracting janitorial services with multiple service locations:	2-6-14 Little Diamond cleaning is a New business

### EXPERIENCE OF THE ON-SITE SUPERVISOR TO BE ASSIGNED TO THE CITY

State the number of years the On-Site Supervisor to be assigned to the city has been working for your business:	9+ years
State the number of years the On-Site Supervisor has been providing janitorial services for multiple service locations:	9+ years experience and owner of Little Diamond cleaning

### REFERENCES

COMPANY NAME: Kuskokwim Corporation ADDRESS: 4300 <sup>the</sup> B Street Suite 207 CITY: Anchorage STATE: ALASKA ZIP: 99503	CONTACT NAME & PHONE NUMBER: Mever E. CAREY  (800) 478-2171
COMPANY NAME: Matanuska-Susitna Borough School District ADDRESS: 3901 E. Bogard Rd CITY: Wasilla STATE: ALASKA ZIP: 99654	CONTACT NAME & PHONE NUMBER: Krista Bright
COMPANY NAME: Matanuska Susitna Borough School District ADDRESS: P.O. Box 879442 CITY: Wasilla STATE: ALASKA ZIP: 99687	CONTACT NAME & PHONE NUMBER: Carolyn M. Ruten  (907) 355-4199
COMPANY NAME: Matanuska-Susitna Borough School District ADDRESS: 3901 E. Bogard Road CITY: Wasilla STATE: Alaska ZIP: 99654	CONTACT NAME & PHONE NUMBER: Chris Diehl (907) 864-2001

### OTHER REQUIRED INFORMATION

Describe your safety program (if any), meeting frequency, personnel safety training, and what your company does and will do to minimize a safety incident:

Twice a month safety meetings  
 Insuring my staff are trained for their tasks that are assigned to them. Making sure properly use equipment the safest way of care  
 Physical/medical exams and training

State the total number & type of OSHA recordable incidents incurred by your firm & employees in 2012/2013:

Little Diamond cleaning is a ~~Business~~ <sup>New Firm</sup> cleaning business and there has been NO recordable incidents regarding OSHA

Detail your methodology for cleaning City facilities (time employees will begin, amount of time spent at each location, number of employees utilized to fulfill the contractual requirements, etc.):

Wasilla Police Department - Sunday thru Thursday. 6:00 PM to 9:00 PM  
Sunday's 5:00 PM to 9:00 P.M. I will be working at the W.P.D  
with one on call sub. I currently have two employees  
working until end of June. at the City Hall 6:00 PM to 11:00 PM  
I work at Meta Rose from 7:00 A.M to 8:00 A.M until the end  
of June.

What will the contractor do to cover employee illnesses, vacations, etc.?

Always Have a Substitute on call for Duty.

List number of employees to be assigned to this project and years of experience for each of them:

One on call employee. She has five month's  
experience in cleaning.

The City requires all contractors to be licensed and bonded. Please detail licensing and bonding of your firm: Alaska Business License, Matanuska-Susitna Borough Business License, Dewar Insurance Agency - Jesse Dewar, Northland Casualty Company and Travelors.

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance and should be detailed below. Any exceptions must be documented.

YES  NO

SIGNATURE

*Lorraine Egnaty*

EXCEPTIONS: Attached additional sheets if necessary.

I, Lorraine Egnaty have five plus years in experience in  
cleaning. "Little Diamond Cleaning" is a New Business Started  
February 06, 2014. I have Included my resume. Lorraine Egnaty  
Owner of Little Diamond Cleaning approved APSIN Security clearance  
at the Wasilla Police Department RFP 0323-0-2014/AD

## Attachment A

### CERTIFICATION OF INDEMNIFICATION AND COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

Submitted proposals are confidential until the contract is awarded and only specific parts of the proposal may be labeled a "trade secret." In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

This proposal contains proprietary information Yes  No

By signing below, I understand it is my responsibility as the company to act in protection of the labeled information and agree to defend and indemnify the City for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance and should be detailed below. Any exceptions **MUST** be documented.

YES  NO  SIGNATURE *Lorraine Egnaty*  
Company Officer

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

#### EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	PROPRIETARY INFORMATION AND/OR EXCEPTION (PROVIDE A DETAILED EXPLANATION)
0323-2014/AD	Page 21	Resume
0323-0-2014/AD	Page 22	AK Business License, Matamska-Susitna Borough business license
0323-0-2014/AD	Page 22	Northland Casualty Company, Travelers
0323-0-2014/AD	Page 22	Dewar Insurance Agency - Jesse Dewar





## Lorraine Egnaty

2861 N Hematite drive

Wasilla, AK 99654

(907)373-5031

(907)715-4609

Lgegnaty@Gmail.com

### Objective

I am looking for custodial work during the day. I also have a food workers card and am looking for a waitress job or even doing dishes in an restaurant. I also am willing to work during the evening hours.

### Employment History

09/15/2012 - Custodian  
05/29/2013 Universal Floor Care,inc Wasilla, AK  
Vacuum floors, sweep and mop bathrooms, wipe down tables, wipe down couches, and empty trash pails and bring out to dumpster.

08/17/2010 - Substitute Custodian.  
10/04/2011 Mat-Su Borough School District Wasilla, AK  
My responsibilities were to take care of an area downstairs of a school. The tasks that was required of me was to make sure all entry ways were clean and clear. Such as wipe doorways,vacuum entry ways.

04/01/2008 - Custodian  
05/01/2009 Nana Management Service Wasilla, AK  
Sanitizing desks,chairs,vacuuuming floors,cleaning counters,dusting,mopping floors in all classrooms,hallways,cleaning and sanitizing bathrooms and stairs.

05/05/2007 - Housekeeper / Prep cook  
08/05/2007 Chuilista Camp Services Donlin Creek, AK  
Clean kitchen, Bathrooms, Camp personal living quarters. Help in kitchen preparing food for workers, Prep Cook.

09/01/2005 - Janitor  
05/01/2006 Kuspuk School District Sleetmute, AK  
Vacuum, mopping,sweeping,dusting,cleaning bathrooms,kitchen areas and a gym.

### Education

High School Diploma or Equivalent

Kuspuk School District  
AK

ATTACHMENT D

CONTRACT FOR JANITORIAL SERVICES

Between

City of Wasilla  
290 E. Herning Avenue  
Wasilla, AK 99654

Ph: (907) 373-9047 Fax: (907) 373-9046

And

WHEREAS, WMC 5.08.030 authorizes elective the mayor or the mayor's designee to engage, subject to the approval of the City Council, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor are both necessary and in the best interests of the City of Wasilla;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Wasilla City Council.
2. DEFINITIONS. "City" means the City of Wasilla and any city agency identified herein. "Independent Contractor" means a person or entity that performs services and/or provides goods for the City under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. CONTRACT TERM. This Contract shall be effective from June 1, 2014 thru May 31, 2017, unless sooner terminated by either party as specified in paragraph (10). This Contract may be extended for two (2) additional one (1) year terms, upon the written agreement of both parties.
4. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or email with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any City specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:  
ATTACHMENT A: City Request for Proposal  
ATTACHMENT B: City of Wasilla City Council Action Memorandum #  
ATTACHMENT C: Technical and Cost Proposal
6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) in accordance with this RFP's scope of work at a total maximum cost per month of \$ \_\_\_\_\_. The City does not agree to reimburse Contractor for any other expenses. Any intervening end to appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.
7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than July 15 of the same year. A billing submitted after July 15, which forces the City to process the billing as a stale claim, will subject the Contractor to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to the City of processing the billing as a stale claim and that this amount will be deducted from the payment due to the Contractor.

9. INSPECTION & AUDIT.

- a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by a City audit representative or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- a. City Termination for Non-appropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City Council, State Legislature and/or federal sources. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from City, State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
  - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If the City materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
  - v. If it is found by the City that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City of Wasilla with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
  - vi. If it is found by the City that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- c. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
  - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

- iv. Contractor shall preserve, protect and promptly deliver into City possession all proprietary information in accordance with paragraph (21).
11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$165 per hour for City employed attorneys. The City may set off consideration against any unpaid obligation of Contractor to any City agency.
  12. **LIMITED LIABILITY.** The City will not waive and intends to assert available liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any City breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.
  13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
  14. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the City's right to participate, the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.
  15. **INDEPENDENT CONTRACTOR.** Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the City to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold City harmless from, and defend City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither; Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City. The City and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.
  16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the City, Contractor, as an independent contractor and not an employee of the City, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The City shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:
    - a. Contractor has provided the required evidence of insurance to the Contracting Agency of the City, and
    - b. The City has approved the insurance policies provided by the Contractor.
    - c. Prior approval of the insurance policies by the City shall be a condition precedent to any payment of consideration under this Contract and the City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the City to timely approve shall not constitute a waiver of the condition.
    - d. Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:
      - i. Final acceptance by the City of the completion of this Contract; or
      - ii. Such time as the insurance is no longer required by the City under the terms of this Contract.
    - e. Any insurance or self-insurance available to the City shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the

insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

- f. *Workers' Compensation and Employer's Liability Insurance*
- i. Contractor shall provide proof of worker's compensation insurance as required of Alaska Administrative Code Title 8.
  - ii. Employer's Liability insurance with a minimum limit of \$100,000 each employee per accident for bodily injury by accident or disease.
  - iii. If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.
- g. *Commercial General Liability Insurance*
- i. Minimum Limits required:
    1. \$1,000,000 General Aggregate
    2. \$1,000,000 Products & Completed Operations Aggregate
    3. \$1,000,000 Personal and Advertising Injury
    4. \$1,000,000 Each Occurrence
- h. *Business Automobile Liability Insurance*
- i. Minimum Limit required: \$1,000,000 Each Occurrence for bodily injury and property damage. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles). The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- i. *Umbrella or Excess Liability Insurance*
- i. May be used to achieve the above minimum liability limits.
  - ii. Shall be endorsed to city it is "As Broad as Primary Policy"
- j. *General Requirements:*
- i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, *the City of Wasilla, its officers, employees and immune contractors* shall be named as additional insured for all liability arising from the Contract.
  - ii. Bonding: Janitorial Services Bond of \$25,000.
  - iii. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insured.
  - iv. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insured clause.
  - v. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence.
- k. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City of Wasilla, c/o Purchasing/Contracting Officer, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.
- l. Approved Insurer: Each insurance policy shall be:
- i. Issued by insurance companies authorized to do business in the State of Alaska or eligible surplus lines insurers acceptable to the City and having agents in Alaska upon whom service of process may be made, and
  - ii. Currently rated by A.M. Best as "A-VII" or better.
- m. *Evidence of Insurance*: Prior to the start of any Work, Contractor must provide the following documents to the contracting City:
- i. Certificate of Insurance: The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverage required of Contractor.
  - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection a above.

- iii. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlier Schedule from the Umbrella or Excess insurance policy may be required.
- n. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
- o. Mail all required insurance documents to the Contracting Agency identified on page one of the contract. Address the required insurance documents as ATTN: PURCHASING OFFICER.
- p. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any city, borough, state or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The City may set-off against consideration due any delinquent government obligation.
17. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
18. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
19. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the City.
20. CITY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into City possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection.
21. PUBLIC RECORDS. Pursuant to WMC 5.08.120(F), information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Section 9.18 of the RFP, provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
22. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
23. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:
- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
24. **LOBBYING** The parties agree, whether expressly prohibited by federal, State or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- a. Any federal, state, county or local agency, legislature, commission, council or board;
  - b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
  - c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.
25. **WARRANTIES.**
- a. **General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
  - b. **System Compliance.** Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the City. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.
26. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the Mayor and/or City Council and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
27. **GOVERNING LAW; JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the City of Wasilla, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Any civil action to enforce this Contract shall be brought in the trial courts for the State of Alaska at Palmer, Alaska.
28. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Mayor and/or City Council.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Verne E. Rupright, Mayor  
City of Wasilla

\_\_\_\_\_  
Date