

INVITATION TO BID NO. 2024B030

| Issue Date | Time and Date of Opening | Buyer | Phone Number |
|------------|---------------------------------------|------------------|--------------|
| 04/23/24 | 10:00 A.M. Alaska Time, May 9th, 2024 | Nikki Martindale | 907-343-4590 |

ITB No. **2024B030** – Provide Clean Fill and Concrete Disposal on an "As Needed" basis to the Municipality of Anchorage (MOA), Public Works-Street Maintenance Department.

| | |
|----------------------------------|-----------------------|
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| Sample Contract | Consisting of 5 Pages |
| Responsible Bidder Questionnaire | Consisting of 3 Pages |

To be considered for award bids **will**:

- Be submitted on the forms provided with this ITB and signed (either manually, electronically, or digitally) by an authorized representative of the bidder;
- Be received by the Purchasing Office, 632 W. 6th Avenue, Suite 520, Anchorage, AK 99501, **prior** to the time and date set for the bid opening (time and date of bid receipt will be determined by the time/date stamp in the Purchasing Department);
- Be time and date stamped by the Purchasing Office;
- Be in a sealed envelope in accordance with Special Provisions, Paragraph 7; and,
- Acknowledge all ITB addendums; if any (failure to acknowledge Addenda may result in bid being considered non-responsive.)
- **Faxed or emailed bids will NOT be accepted unless noted otherwise in the bid documents.**

Bids not in compliance with the above requirements may be declared non-responsive and held unopened by the Purchasing Department. The MOA reserves the right to accept or reject any and all bids.

This ITB is available electronically (.pdf) at the MOA, Purchasing Office's website; <http://www.muni.org/Departments/purchasing/Pages/bidding.aspx>. The bidder is responsible for periodically checking the MOA Purchasing website for any addenda.

Bidders interested in participating via teleconference will call 1-907-343-6089 no earlier than **9:55 A.M. Alaska Time, May 9, 2024**. It is respectfully requested bidders participating via teleconference to please use a land line. **FOR AUXILIARY AIDS, SERVICES, OR SPECIAL MODIFICATIONS TO PARTICIPATE PLEASE CONTACT THE PURCHASING DEPARTMENT AT 907-343-4590 TO REQUEST REASONABLE ACCOMMODATIONS; OR VIA EMAIL AT WWPUR@MUNI.ORG.**

Questions regarding this ITB **will** be submitted in writing via email to wwpur@muni.org. Written questions **will** be received no later than **12:00 P.M. Alaska Time, May 1, 2024**. Questions will include the Buyer's name, the ITB number and ITB Title, on the subject line.

The MOA Purchasing Office is open from 8:00am to 5:00pm Monday through Friday, excluding MOA Holidays.

MUNICIPALITY OF ANCHORAGE



Nikki Martindale
Deputy Purchasing Director

GENERAL PROVISIONS

The attached provisions, as modified by any addendum hereto, will become a part of any Purchase Order resulting from this Invitation to Bid. The Vendor by his acceptance of this order agrees thereto:

1. No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of this order will be effective without prior consent of the Purchasing Director.
2. No charges will be allowed for packing, wrapping, bags, containers, reels, etc., unless otherwise specified.
3. Time of delivery is part of the essence of this contract and the **order is subject to cancellation for failure to deliver on time.**
4. For any exception to the delivery date as specified on this purchase order, the Vendor will give prior notification and obtain approval thereto from the Purchasing Director.
5. Shipping Instructions: Unless otherwise specified, please ship prepaid via cheapest common carrier FOB Destination. The MOA cannot accept COD Shipments.
6. Materials purchased are subject to the approval of the MOA and, if rejected, are held subject to the Vendor's risk and expenses incurred for their return as approved by the Purchasing Officer.
7. Purchase Order number *WILL* appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.
8. Memorandum of contents will be enclosed in each box or package.
9. The vendor agrees to protect the MOA against all claims for patent or franchise infringement arising from the purchase, installation, or use of the material ordered on this contract, and to assume all expense and damage arising from such claims.
10. If price is not stated on this order, it is agreed that the goods will be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
11. It is agreed that the waiver or acceptance of any breach of any of the terms of this order will not operate to relieve the Vendor of the responsibility herein under for any prior to subsequent breach.
12. All specifications and plans referred to in this order will form a part of the contract.
13. The Vendor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.
14. Cash discount period on all invoices will commence on the date the shipment is received by the MOA. If an adjustment or damage occurs on a shipment subject to cash discount, the discount period will commence on the date the shipment is finally accepted.
15. The MOA is exempt from Federal Excise and Transportation Taxes. Exemption certificates will be furnished upon request.
16. Liens: Vendor, by accepting this purchase order, warrants and represents that the goods, wares or merchandise ordered herein are free and clear from all claims and liens of whatsoever nature.
17. Upon opening bid, abstracts will be posted and available on The MOA Website: www.muni.org
18. ANTI-DISCRIMINATION: During the performance of this contract the contractor agrees as follows:
 - (A) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action will include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
 - (B) The Contractor will state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or gender identity, marital status, or physical or mental handicap.

GENERAL PROVISIONS (Continued)

- (C) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- (D) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (E) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the owner of any one the owner will designate for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (F) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts.

In accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (G) By submitting a bid, the contractor certifies they are an equal opportunity employer and will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
- (H) The contractor will include the provisions of paragraph 18 (A) through (G) in every subcontract or purchase order unless exempted by rules and regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the owner may direct as a means of enforcing said provisions, including sanctions for noncompliance.

SPECIAL PROVISIONS

- 1. Any bid not meeting the requirements of this Invitation to Bid may be considered non-responsive.
- 2. Any bids quoting other than F.O.B. Destination, including freight, will be considered non-responsive. **Destination is: N/A**
- 3. Bids **will not be withdrawn for a period of forty-five (45) days** from date of bid opening.
- 4. The MOA will not be responsible for any bid preparation costs; including but not limited to costs associated with attending the pre-bid conference.
- 5. The MOA will not be responsible for any costs, including attorney fees (administrative, judicial or otherwise), associated with any challenge as to the determination of the lowest responsive and responsible bidder and/or award of contract, and/or rejection of bids. By submitting a bid, the bidder agrees to be bound in this respect and waives all claims to such costs and fees.
- 6. The MOA assumes no responsibility for any interpretations or representations made by any of its officers or agents unless such interpretations or representations are made by Addendum to this Solicitation.
- 7. **Bids will be submitted in a sealed envelope addressed to the MOA Purchasing Department, 632 W. 6th Avenue, Suite 520, Anchorage, AK 99501 and will include the following, clearly and legibly written/typed on the outside of the envelope:**
 - a. **Bidder's Name (as indicated on Business License), Address, City, State, and Zip Code**
 - b. **Invitation to Bid #, Invitation to Bid Title and Buyer's Name**
- 8. At the above indicated time, bids will be opened publicly and read aloud. Bids received after the scheduled bid opening date and time or bids not containing the Purchasing Office time and date stamp will not be considered and will be held unopened by the Purchasing Department.

SPECIAL PROVISIONS (Continued)

9. **NO RESPONSIBILITY WILL ATTACH TO ANY OFFICER FOR THE PREMATURE OPENING OF, OR THE FAILURE TO OPEN, A BID NOT PROPERLY ADDRESSED AND IDENTIFIED.**
10. A bidder may withdraw, modify, or correct their bid after it has been deposited with the Purchasing Department. Requests for withdrawal, modification, or correction will be in writing and received by an agent of the MOA Purchasing Department. Requests for withdrawal, modification, or correction will be received **before** the time set for bid opening. Modified or corrected bids will be signed by an authorized bidder representative. Facsimile or emailed modifications or corrections **WILL NOT** be accepted. Modified or corrected bids will be received prior to the date and time set for bid opening. No bidder will be permitted to withdraw an offer after the time set for bids to be opened.
11. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer or vendor name, trade name, catalog number, etc., it is intended merely to establish a standard; unless otherwise specified in the Invitation to Bid. Any material, article, or equipment of other manufacturers and vendors which meet the form, fit, and function imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the MOA, of equal substance in form, fit and function. Any item quoted, as "equal" will be accompanied by complete data and/or brochures to be used in evaluation.
12. Alternate bids are not encouraged unless specifically requested. However, if an alternate bid is submitted, the MOA will have sole discretion in either accepting or rejecting each alternate offered.
13. The Office of the Purchasing Director is located at 632 W. 6th Avenue, Suite 520, Anchorage, Alaska 99501, and is open for business from 8:00am to 5:00pm, Monday – Friday, Excluding MOA Holidays. Acceptance of special delivery mail is not available Saturday or Sunday.
14. The following will be held in the MOA Purchasing Office, 632 W. 6th Ave, Suite 525, Anchorage, AK 99501:

Bids Opened at:

10:00 A.M. Alaska Time,

May 9, 2024

15. If more than one bid is offered by any one party for the same product, by or in the name of his clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the work.
16. The MOA may reject any unbalanced bid if it is in the best interest of the MOA. A bid is considered unbalanced, when in the opinion of the Purchasing Director, the bid allocates a disproportionate share of costs to one or more bid items and reduces the costs of another bid item or items, and if there is a reasonable possibility that the bid will not result in the lowest overall cost to the MOA.
17. When the Bidding Documents contain a basic bid and additive alternates, the low Bidder will be determined by the lowest combination of the basic bid and as many additive alternates as may be chosen in the order listed in the Bid. The Purchasing Director may bypass any additive alternate whose selection would cause the Contract to exceed the funds available.
18. The Purchasing Director will use the list of priorities in the bid schedule to determine the low bidder only. After determining the low bidder, an award may be made on any combination of the bid items provided: (1) it is in the best interest of the MOA; (2) funds are available at the time of award; and (3) the low bidder's price for the combination to be awarded is less than the price offered by any other responsive, responsible bidder.
19. The MOA standard payment terms are NET 30. Bidders may offer discounts for prompt payment. The minimum prompt payment terms acceptable to the MOA is 1% and net 15 days. Prompt payment terms will **NOT** be utilized to determine final net price offered. Any prompt payment terms lower than 1% and net 15 will result in payment terms of NET 30. If bid includes prompt payment terms, bidder will include payment terms on the Bid Proposal Page. **NOTE: The prompt payment period will commence upon receipt and acceptance of the supply/service or receipt of a valid invoice; whichever occurs last.**
20. The MOA desires to utilize the MOA Procurement Card (credit card) for purchases made against this ITB. Bidder will indicate on the Bid Proposal Page if the MOA Procurement Card is acceptable.

BIDDER'S CHECK LIST

I. GENERAL

Bidders are advised, notwithstanding any instructions or implications elsewhere in this Invitation to Bid, only the documents shown and detailed on this sheet need be submitted with and made part of their bid. Other documents may be required to be submitted after bid opening, but prior to award. Bidders are hereby advised failure to submit all required documents shall be justification for rendering the bid non-responsive. Evaluation of bids for responsiveness shall be accomplished in accordance with Anchorage Municipal Code, Title 7.

II. REQUIRED DOCUMENTS FOR BID

- A. BID PROPOSAL: Pages 6-7. **Page 7** shall be signed by an authorized representative of the Bidder.
- B. ADDENDA: All addenda issued against this Invitation to Bid shall be acknowledged on the Bid Proposal page or by manually signing the Addenda sheet(s) and submitting the Addenda sheet(s) to the Municipality Purchasing Office prior to the time and date set for bid opening.

III. RESPONSIBLE BIDDER/CONTRACTOR QUESTIONNAIRE – IF APPLICABLE

Per AMC 7.20.030.B. the required certifications or disclosures must be submitted to the Purchasing Officer within five calendar (5) days of the request of Purchasing. The certifications and disclosures will be utilized by the Purchasing Officer to determine vendor responsibility. The required questionnaire is attached for review.

(Remainder of Page Intentionally left Blank)

BID PROPOSAL

NOTE: Erasures or other changes made on the Bid Proposal page or the signature page shall be initialed by the person signing the bid.

| Item | Description | Est. Qty. | Unit | Unit Price | Extended Price |
|------|---|-----------|------|------------|----------------|
| 1 | Clean Fill & Concrete Disposal Per attached Specifications | 10,000 | Tons | \$ _____ | \$ _____ |

| Prompt Payment Discount - Payment Terms Offered |
|--|
| <p>_____ % Net 15 OR Net 30 (default) 1% is the minimum amount allowed (As referenced in Special Provisions, paragraph 19)</p> |

| Addendum Acknowledgement |
|---|
| <p>Number(s) _____ is/are hereby acknowledged</p> |

The bidder will accept CREDIT CARDS FOR PURCHASES against this ITB.

- YES
 NO

BASIS OF AWARD

Award will be made to the lowest responsive and responsible bidder in accordance with Anchorage Municipal Code Sections 7.15.040, 7.20.020, 7.20.030, and 7.20.040, with preference to local bidders applied in accordance with Section 7.20.040. Evaluation for determining the lowest bid will be made in the **aggregate**. **TO BE CONSIDERED FOR AWARD ALL ITEMS MUST BE BID.** All items must be new and come with manufacturer's warranty, if supplied by the manufacturer. The purchasing Director will have the sole discretion to determine whether the bid submitted meets specifications of the Invitation to Bid, whether a bidder is responsive, and whether a deviation is material.

CONTRACT VOLUME

The quantities and dollar amounts shown on the Bid Proposal sheet are estimated quantities only and will be used for bid evaluation purposes only and should not be considered to show actual items or quantities that may be purchased under a resulting contract. The contractor will be paid at the unit price established above for each unit for the contract period. The MOA expects, but does not guarantee to purchase the quantities listed. The estimated quantities are based on historical data and are subject to change due to several factors, including, but not limited to, availability of funding, adverse weather, staffing, program priorities, equipment availability and breakdowns. The MOA reserves the right to increase or decrease the quantities listed at the same unit price.

PERIOD OF PERFORMANCE

Period of performance will be on an "as required" basis from June 1, 2024 to May 31, 2025, unless terminated sooner, with an option to renew for (2) additional one (1)-year periods at the same unit price(s), upon mutual consent of both parties and lawful appropriation of funds.

Vendor Name _____

BID PROPOSAL (CONTINUED)

By submitting a bid, the bidder acknowledges receipt, has reviewed and has an understanding of all documents listed on the Invitation to Bid Cover Sheet. For purposes of bid evaluation and contract award, in the event of inconsistency between the unit price and extended amount, the unit price will govern.

Authorized Representative Signature

Date

Printed Name

Title

Printed Vendor Name

Phone Number

Mailing Address

Fax Number

City, State, Zip Code

Company Email Address

Physical Address of Company (if different from above)

City, State, Zip Code

By signing above the bidder certifies they are an equal opportunity employer and will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.

Clean Fill and Concrete Disposal Specifications Municipality of Anchorage, Street Maintenance

SCOPE OF WORK:

Vendor is to accept from the Municipality of Anchorage, Public Works Department, Maintenance and Operations Division (Street Maintenance) clean fill, concrete, gravel, silt, sand, soil, clay, peat, trees and brush, and hydroaxed materials from various projects for permanent disposal. Municipality of Anchorage is going to haul disposal materials to disposal site.

DISPOSAL MATERIALS:

- Gravel, silt, sand, soil, clay, peat and hydroaxed materials.
- Concrete demolition and concrete block demolition without rebar.
- Concrete demolition and concrete block demolition with wiremesh and rebar cut off flush with the concrete.
- Trees and brush.

UNITS OF MEASURE:

End Dumps = 10 cubic yards per load

End Dumps with Pups = 20 cubic yards per load

Side dumps = 20 cubic yards per load

DELIVERY:

Municipality of Anchorage will conduct delivery of materials with end dumps, semi - end dumps, side dumps, and end dumps with pups. Delivery of disposal materials will be conducted on as-needed basis. Hauling distance will also be into consideration while making an award.

DEFINITIONS:

Clean Fill - Disposal that excludes any contaminated materials as designated by ADEC.

Period of Performance-June 1st through May 31st

Renewal options-two renewal options

Clean Fill and Concrete Disposal Specification Municipality of Anchorage, Street Maintenance

GENERALLY ACCEPTED MATERIALS:

- Gravel, silt, sand, soil, clay, peat and hydroaxed materials.
- Concrete demolition and concrete block demolition without rebar will be accepted.
- Concrete demolition and concrete block demolition with wiremesh and rebar will be accepted so long as the wiremesh and rebar are cut off flush with the concrete.
- Trees and brush will be accepted so long as they are cut in sections not greater than 6 feet and are mixed with excavation from the job site.

PROHIBITED MATERIALS:

- Building materials, lumber, pallets ect. ect.
- Debris, paper, signs, or refuse of any kind.
- Poly or plastic products.
- Insulation or fabrics.
- Metal or plastic pipe
- Used appliances or furniture.
- Car parts or used tires.
- Batteries.
- Asphalt pavement.
- Petroleum products of any kind including the following:
Gasoline, Diesel, Bunker fuel, Jet fuel, Liquid asphalt,
Used oil, Motor oil, Solvents, Paints or paint thinners.

- Chemicals and any materials with high levels of Lead, Chromium, or Arsenic.
- Hazardous waste as listed and defined by the U.S. Environmental Protection Agency (EPA) or the Alaska Department of Environmental Conservation (ADEC).
- Polychlorinated Biphenyls (PCBs).

DELIVERY

Delivery of materials with end dumps, semi - end dumps, side dumps, and end dumps with pups.

NO material shall be delivered with belly dumps.

ADVANCE NOTICE

Contractor will notify Vendor in advance of their plans to make delivery to the Fill Site and furnish notice of the days of delivery, including start-up time and shut-down time.

Additional Prohibited & Non-Acceptable Materials for Disposal:

- **Sand Blasting Sand**
- **Compost materials including Grass Clippings, Yard Leaves**
- **Building Materials, Lumber, Pallets**
- **Debris, Paper, Signs, or Refuse of any kind.**
- **Poly or Plastic Products.**
- **Insulation or Fabrics.**
- **Metal or Plastic Pipe.**
- **Asphalt Pavement.**

Any Contaminated Materials, Chemicals, or Hazardous waste.

The Disposal Site is permitted as a **“Clean Fill Site”** and excludes any contaminated materials. Vendor cannot accept any fill materials from any project that originates at the AIA Airport, Merrill Field, the Port of Anchorage or any site that has been designated as a contaminated site by ADEC.

However, if the contractor can provide test data and screening of the fill materials and demonstrate that petroleum hydrocarbons and/or other contaminants are at absolute zero detection levels, then vendor may elect to accept the materials from those sites.

Prior to hauling and disposal of materials, a required Fill Site Agreement.

An agreement needs to be signed for each major project that you have prior to hauling.

Note* Reference to vendor webpage for acceptable and non-accepted materials.

Invoices to be sent to: Jessica Michou at jessica.h.michou@anchorageak.gov
and/or
Jim Belz at james.belz@anchorageak.gov

CONTRACT SERVICE/SUPPLY

NAME AND ADDRESS OF CONTRACTOR

NAME AND ADDRESS OF DEPARTMENT OR AGENCY OF THE MUNICIPALITY ADMINISTERING THIS CONTRACT:

**MUNICIPALITY OF ANCHORAGE
ANCHORAGE, AK 99510**

THIS CONTRACT, entered into by the MUNICIPALITY OF ANCHORAGE and the Contractor named above, WITNESSETH that the parties hereto mutually agree as follows:

1. **Scope of the Contract**

.....in accordance with the attached Scope of Work or Specifications.

2. **Total Contract Value**

The not to exceed contract amount is _____ **Dollars (\$ _____)**. **This is a non-encumbering contract. Purchase Orders will be issued to fund projects/services applicable to this contract. Contractor shall not begin work authorized under this Contract until a purchase order is issued.** The Municipality of Anchorage does not guarantee any minimum or maximum quantity of material or services to be processed under this contract. The Contractor shall furnish all services described above, for the amount stated, in strict accordance with the Contract Documents.

3. **Period of Performance**

Time Schedule for performance shall be Month X, XXXX through Month X, XXXX, with an option to renew for X (#) additional one (1)-year periods, upon mutual consent of both parties and lawful appropriation of funds.

4. **Contract Documents**

A. All documents, including but not limited to Specifications, Statements of Work, General and Special Provisions, Bid Proposal, Insurance Requirements, and Addendums, of Invitation to Bid # _____ are attached and incorporated by reference.

B. Other _____

5. **Independent Contractor**

The Contractor shall provide services as an independent contractor to the Municipality. Except as this contract provided otherwise, the Municipality shall not supervise or direct the Contractor.

6. Compliance with Laws

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

7. Equal Employment Opportunity Contract Compliance

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status or mental or physical handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
- B. The Contractor shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or gender identity, marital status, or physical or mental handicap.
- C. The Contractor shall include the provisions of subsections A and B of this section in every subcontract or purchase order under this contract, so as to be binding upon every subcontractor or vendor of the Contractor under this contract.

8. Assignments

Unless the Municipality provides otherwise in writing, any assignment by the Contractor of its interest of any part of this contract or any delegation of its duties shall be void, and permit the Municipality to terminate this contract without liability for work performed.

9. Ownership, Publications, Reproduction and Use of Material

Unless the Municipality provides otherwise in writing, all data, documents and materials that the Contractor produces shall be the property of the Municipality, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. This exclusive right does not apply to any materials presently in the public domain or not subject to copyright.

10. Nonwaiver

The failure of either party to enforce a provision of this contract does not waive the provision or affect the validity of the contract or a party's rights to enforce any provision of the contract.

11. Jurisdiction and Choice of Law

Any civil action arising from this contract shall be brought in the trial courts for the Third Judicial District of the State of Alaska at Anchorage. The law of the State of Alaska governs this contract.

12. Integration

This document and all documents incorporated in it by reference are the entire agreement of the parties, and supersede all previous communications, representations, or agreements regarding this subject, whether oral or written, between the parties.

13. Termination of the Contractor's Services

The Contractor's services may be terminated in whole or in part:

- A. By mutual consent of the parties.
- B. For the convenience of Anchorage, provided that Anchorage notifies the Contractor, in writing, of its intent to terminate under this paragraph at least 15 days prior to the effective date of the termination.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within fifteen (15) days after receiving the notice.

14. Duties Upon Termination

- A. If Anchorage terminates the Contractor's services for convenience, Anchorage shall pay the Contractor for unpaid services rendered to date of termination. Such payment shall constitute the Contractor's only right to compensation for Anchorage's decision to terminate for convenience.
- B. If the Contractor's services are terminated for cause, Anchorage shall pay the Contractor for all contractual services satisfactorily rendered prior to termination less any damages suffered by Anchorage because of the Contractor's failure to perform satisfactorily. Such payment shall constitute the Contractor's only right to compensation from Anchorage.
- C. If the Contractor receives payment exceeding the amount to which it is entitled under Subsection A or B of this section, he shall remit the excess to the Administrator within thirty (30) days.
- D. If the Contractor's services are terminated, for whatever reason, the Contractor shall receive no compensation under this contract, other than that explicitly allowed under this section.

15. Stop Work Order

The MOA may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the MOA shall either:

- A. Cancel the stop-work order; or
- B. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience, clause of this contract.

If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The MOA shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:

- A. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- B. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the MOA decides the facts justify the action, the MOA may receive and act upon the claim submitted at any time before final payment under this contract.

If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the MOA, the MOA shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

If a stop-work order is not canceled and the work covered by the order is terminated for default, the MOA shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

16. **Indemnity**

The Contractor shall indemnify defend, save and hold the Municipality harmless from any claim, lawsuit or liability, including costs and attorney's fees allegedly arising from loss, damage, or injury to persons or property occurring in the course of the Contractor's performance.

17. **Contract Interpretation**

In interpreting this contract, the documents that comprise it shall be given the following order of precedence:

- A. The Contract
- B. All Addenda
- C. The General and Special Provisions as set forth in the Invitation to Bid No. _____
- D. The Specifications
- E. The Contractor's Bid Proposal

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Contract Date entered below.

MUNICIPALITY OF ANCHORAGE

VENDOR NAME

Signature

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date

SAMPLE

Municipality of Anchorage Contractor Questionnaire

Contractors/Vendors wishing to qualify for award of a bid or proposal offered by the Municipality of Anchorage shall submit this completed form and any supplemental information requested by this form within five days following a request by the Purchasing Officer.

Contractor/Vendor Name: _____

Owner(s) of Company (if sole proprietorship or partnership): _____

List all Alaska construction contractor's registration numbers, registration types and expiration dates of the Alaska business licenses held by your company in the past three years:

Has your company changed names, business license number, or contractor registration number in the past three years?

Yes No

If "Yes," explain on a separate signed page, including the reason for the change.

Has any owner, partner or (for corporations) officer of your company operated any business offering similar services outlined in the bid or proposal under any other name in the past three years?

Yes No

If "Yes," explain on a separate signed page, including the reason for the change.

Certifications & Disclosures

For these questions & certifications, "company" includes any entity that shares or has shared majority ownership or control with your company. "Determination of violation" includes any citations, orders or recommendations issued to or against the company.

Debarment

1. In the last three years has your company been debarred from bidding on, or being awarded, a state or federal project?

Yes No

Occupational Safety & Health

Note: Only willful violations of state or federal occupational safety and health laws will result in disqualification; disclosure of other violations does not lead to automatic disqualification.

2. In the last three years has your company been determined to have committed a **willful violation** of state or federal occupational safety and health law? For purposes of this question, a state or federal occupational safety and health law includes laws enforced by

Municipality of Anchorage Contractor Questionnaire

the Occupational Safety and Health Administration (OSHA), Alaska Occupational Safety and Health (AKOSH), or another state's occupational safety and health agency.

Yes No

3. In the last three years, has the federal Occupational Safety and Health Administration (OSHA), Alaska Occupational Safety and Health (AKOSH), or another state's occupational safety and health agency, made a determination of violation against your company?

Note: If you have filed an appeal of a citation and the appropriate appeals board has not yet ruled on your appeal, you need not include information about it.

Yes No

If "Yes," attach a separate signed page describing each citation.

Wage & Hour

Note: Only willful violations of state or federal wage and hour laws will result in disqualification; disclosure of other violations does not lead to automatic disqualification.

4. In the last three years has your company been determined to have committed a **willful violation** of state or federal wage and hour law?

Yes No

5. In the last three years has there been a determination of violation of wage and hour laws against your company? Wage and hour violations include failure to pay minimum wages, overtime, or prevailing wages.

Yes No

If "Yes," attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.

Unemployment Insurance & Workers' Compensation

6. In the last three years has there been a determination of violation of unemployment insurance or workers' compensation requirements against your company?

Yes No

If "Yes," attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.

Licensing & Registration

7. If a license or certificate of fitness is required to perform any services provided by your company, has there been a determination of violation of any certificate of fitness requirements against your company in the last three years?

Municipality of Anchorage Contractor Questionnaire

Yes No

If “Yes,” attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.

Subcontracting

8. I certify that all independent subcontractors engaged by my company meet the definition of an independent contractor under Alaska Statute 23.30.230.

Yes No

9. I understand that my company is responsible for ensuring that each subcontractor my company uses on the project completes this form and associated documentation. I will submit any disclosures required by Anchorage Municipal Code.

I understand

10. I understand that my company is responsible for providing this form and any associated documentation for each subcontractor hired after award within 30 days of hire, and that the subcontractor may not begin work on the project until such information is provided.

I understand

11. I understand that my company is responsible for ensuring that if any event, such as a violation or loss of coverage, causes the information submitted by the subcontractor to change, the subcontractor shall submit updated certifications or disclosures within 30 days of occurrence to the department contract administrator.

I understand

I declare under penalty of perjury that the foregoing is true and correct.

Dated: _____ (Signature)

(Printed name and title)

Right to Appeal: Anchorage Municipal Code provides that any person adversely affected in connection with the award of a municipal contract, including the Municipality’s determination on responsibility, may request that the mayor or assembly refer the matter to the bidding review board.