

INVITATION TO BID NO. 2022B052

Issue Date	Time and Date of Opening	Buyer	Phone Number
8/31/22	9:30 A.M. Alaska Time, September 20, 2022	Vanisha Wyche	907-343-4590

ITB No. **2022B052** – Provide Snow Hauling Services on an “as needed” basis to the Municipality of Anchorage (MOA), Street Maintenance Department.

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Sample Contract	Consisting of 5 Pages	
Performance and Payment Bond	Consisting of 2 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 **8:55 A.M. Alaska Time, September 20, 2022**. It is respectfully requested bidders participating in the pre-bid conference 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 **9:30 A.M. Alaska Time, September 9, 2022**. 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: Various Municipal Streets.**
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.
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.**

SPECIAL PROVISIONS (Continued)

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:	9:30 A.M. Alaska Time, September 20 2022
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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 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 9-10. **Page 10** 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.

IV. PERFORMANCE AND PAYMENT BOND

One (1) original Performance and Payment Bond will be required by the **winning bidder only** to proceed to contract. Must come with either Power of Attorney **or** cashier's check for the full amount of the contract made payable to Municipality of Anchorage with the Invitation to Bid number referenced.

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INSURANCE

By submitting a bid, the bidder agrees, if they are the successful bidder, to obtain and maintain the insurance required by this section. The bidder also agrees to provide the Municipality a copy of their Certificate of Liability Insurance prior to signing the contract and prior to commencement of any work under this contract.

GENERAL: The Contractor will not allow any subcontractor to commence work until the subcontractor has obtained insurance as listed in this section. The contractor and each subcontractor will maintain this insurance throughout the life of this contract, including any maintenance and/or guarantee/warranty period. The contractor will obtain separate insurance certificates for each contract.

ADDITIONAL INSURED: The Municipality of Anchorage will be listed as an additional insured on all General and Auto Liability policies required by this contract. All policies will contain a waiver of subrogation against the Municipality, except Professional Liability. All policies will remain in effect during the life of the contract. The Contractors insurance certificate will also indicate the Municipality of Anchorage as a certificate holder of the policy.

WORKERS COMPENSATION: The Contractor will purchase and maintain during the life of this contract, workers compensation insurance for all employees who will work on this project and, if any work is sublet, the Contractor will require the subcontractor similarly to provide such insurance. Employers' Liability with a minimum limit of \$1,000,000 will be maintained and Workers Compensation with minimum limits as required by Alaska State Workers Compensation Statutes. The policy will contain a waiver of subrogation against the Municipality.

NOTICE TO "OUT-OF-STATE" CONTRACTORS WORKING IN ALASKA: The Contractor will provide evidence of Workers Compensation insurance, either State of Alaska Workers Compensation coverage or an endorsement to the Contractor's home state Workers Compensation policy, evidencing coverage for "other states" including Alaska, prior to execution of a contract or, if approved, before commencement of contract performance in Alaska.

GENERAL LIABILITY: The Contractor will purchase and maintain, in force, during the life of this contract such general liability insurance as will protect the Owner and the Contractor against losses which may result from claims for damages for bodily injury, including accidental death, as well as from claims for property damages which may arise from any operations under this contract whether such operations be those of the Contractor, a subcontractor or anyone directly or indirectly employed by either of them.

<u>Commercial General Liability</u>	<u>Minimum Limits</u>
Products/Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Medical Payments	\$5,000
<u>Commercial Auto Liability</u>	<u>Minimum Limits</u>
Combined single limit (Bodily Injury and Property Damage)	\$1,000,000
Including all owned, hired, and non-owned	
<u>Workers Compensation and Employers Liability</u>	<u>Minimum Limits</u>
Per Alaska statute	\$1,000,000
<u>Errors and Omissions</u>	<u>Minimum Limits</u>
Professional Liability (Not required unless limits appear in space provided)	limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
<u>Umbrella Liability</u>	<u>Minimum Limits</u>
(Not required unless limits appear in space provided)	
\$ _____ S.I.R.	

Each insurance policy required by this section will require the insurer to give advance notice to the MOA/Contract Administrator prior to the cancellation of the policy. IF the insurer does not notify the MOA upon policy cancellation, it will be the Contractor's responsibility to notify the MOA of such cancellation.

COMPLIANCE WITH LAWS

The Contractor will observe and abide by all applicable laws, regulations, ordinances and other rules of the State of Alaska and/or any political subdivisions thereof, or any other duly constituted public authority wherein work is done or services performed, and further agrees to indemnify and save the Municipality of Anchorage harmless from any and all liability or penalty which may be imposed or asserted by reason of the Contractor's failure or alleged failure to observe and abide thereby.

(Remainder of Page Initially left Blank)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) will be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No, Ext): _____ E-MAIL ADDRESS: _____														
INSURED	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULE D AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS- DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N <input type="checkbox"/> N / A OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">WC STATUTORY LIMITS</td> <td style="width: 30%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA	\$														
E.L. DISEASE - POLICY LIMIT	\$														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

- The Municipality of Anchorage is an additional insured on Auto and General Liability policies. All policies, including workers compensation, contain a WAIVER OF SUBROGATION against the Municipality, except Professional Liability, .
- CANCELLATION: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the Policy Provisions."

CERTIFICATE HOLDER

CANCELLATION

	<p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>Authorized Representative</p>
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BID PROPOSAL

Item	Description	Est. Qty	Unit	Unit Price	Extended Price
1	<u>Day Shift Snow Hauling Operations</u> 20 C.Y. Capacity End-Dump Truck with Operator as described and specified within the attached specifications, as per specifications attached (Bidder guarantees availability of a minimum of 30 trucks).	7,000	HOUR	\$ _____	\$ _____
	Number of Trucks Available:				
2	<u>Night Shift Snow Hauling Operations</u> 20 C.Y. Capacity End-Dump Truck with Operator as described and specified within the attached specifications, as per specifications attached (Bidder guarantees availability of a minimum of 30 trucks)	11,000	HOUR	\$ _____	\$ _____
	Number of Trucks Available:				
Total (Items 1 - 2)				\$ _____	

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

Addendum Acknowledgement
Number(s) _____ is/are hereby acknowledged

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.

Vendor Name _____

BID PROPOSAL (CONTINUED)

PERIOD OF PERFORMANCE

Period of performance will be on an "as required" basis from September 29, 2022 through June 30, 2023 and then continuing July 1, 2023 through June 30, 2024 unless terminated sooner, with an option to renew for (1) additional one (1)-year period **at the same unit price(s), upon mutual consent of both parties and lawful appropriation of funds.**

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

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.

BID SPECIFICATIONS

END-DUMP TRUCKS FOR SNOW REMOVAL SERVICES

ANCHORAGE ROADS AND DRAINAGE SERVICE AREA

Furnish to the Municipality of Anchorage end-dump trucks with operators for snow removal services during the 2022-2024 snow season on an "as-required" basis per the Specifications stated herein. Bidders must bid on all items in the Bid Proposal and must bid the minimum number of trucks for each item. Quoted hourly rates include equipment and an equipment operator. Apparent low bidder will be required to furnish the Street Maintenance Division an equipment list, showing all equipment intended to be used to support this contract, within five (5) working days after the bid opening day. This list will be used for inspection purposes to ensure compliance with the specifications.

Contract Performance Period

The Contract term is from date of award and continuing for two years, but actual performance of work shall be on an "as required" basis beginning September 26, 2022 through June 30, 2023 and then continuing July 1, 2023 through June 30, 2024 with options to renew for one (1) additional year at (1) year periods, at the same unit prices and fuel consumption rate formula, upon mutual consent of both parties and lawful appropriation of funds.

Section 1

Definitions.

In this Contract:

- A. "Anchorage" means the Municipality of Anchorage, organized and existing under laws of the State of Alaska.
- B. "Administrator" means the Superintendent of Operations, his designee, or appointed member of the Street Maintenance Division, Maintenance and Operations Department, designated with authority to direct the Contractor.
- C. "Service Area" means Anchorage Roads and Drainage Service Area.
- D. "Working Titles" which are adjectives or have masculine genders such as "workman" and "flagman" or are pronouns such as "he," "his," and "him" are utilized in the Contract Documents for the sake of brevity and are intended to refer to persons of either gender.
- E. Day Shift Hours of operation: 7a.m. – 5 p.m. except during heavy snow responses when there may be 12-hour shifts. Day shift, refers to regular snow hauling operations outside first 48 hours of snow response following a significant snow event. Primarily post storm work used for cleanup of residential areas at the sole discretion of Anchorage.
- F. Night Shift Hours of operation: 8 p.m. – 6 a.m. except during heavy snow responses when there may be 12-hour shifts.
- G. Any reference to "an Item" is defined as an "end-dump truck".
- H. Fuel Consumption Allowance rate refers to the amount of fuel allowance The Municipality of Anchorage will allow for the chargeable called out hours. The Municipality of Anchorage allowable rate for chargeable fuel consumption is four (4) gallons per hour of chargeable call out hours.

Section 2

General.

- A. These specifications are intended to establish the Anchorage minimum acceptable standards for providing end-dump trucks, with operators, for snow removal services. All work shall be on an hourly equipment-rental basis. Rental rates will start and end when the equipment leaves or enters the maintenance shop or at the option of Anchorage, the designated area it was assigned to report to. Equipment will be rented with operator. Bidders must bid on all items and must bid the minimum number for each item.
- B. Equipment and operator shall be available on six (6) hours' notice, during the day and six (6) hours' notice at night to report to work locations designated by the Administrator or designee at time of "callout". The Contractor must provide a contact number for 24-hour contact and guarantee a response of no longer than 5 minutes after "call-out" is initiated to any cellular phone (via text), email, phone recorders, or answering services employed by contractor to answer such "callout" requests.
- C. Anchorage guarantees no minimum usage. The Contractor will be paid a minimum of two (2) hours for each piece of acceptable equipment, responding to the call out, meeting the specifications outlined in Section 4 entitled "Equipment Specifications". Only a designated representative of the Street Maintenance Administrator will initiate a callout. The Municipality reserves the right to reject any equipment based upon condition of equipment or operator and may request the immediate removal of equipment or operator for cause. Removal of operator for cause shall include, but not be limited to the following:
1. Carelessness or negligence in the performance of duties;
 2. Unexcused absences from work and/or the job site;
 3. Incompetence, dishonesty, bad temper, failure to follow directions, or failure to Work;
 4. Use of alcoholic beverages, use of narcotics, or the use of illegal drugs; or
 5. Perverted behavior, or an employee whose actions have generated complaints from the public.
- D. The guaranteed minimum WILL NOT apply when shortages occur caused by the contractor's failure to provide acceptable amount of equipment or operators as specified during initial "call-out". Liquidated damages will apply when contractor fails to supply minimum amount of equipment and operators as specified within the initial "call-out" and applicable as outlined in **Section 3 Liquidated Damages**.
- E. Successful bidder shall furnish an operator, all maintenance, insurance, fuel, and storage for all equipment, as required. Municipal personnel, equipment, or facilities will not be used for Contractor equipment repairs or maintenance.
- F. Anchorage reserves the right to inspect and reject equipment prior to bid award and at any time during the Contract period.
- G. All equipment must meet pertinent federal and state safety standards. Operators shall comply with Federal Motor Carrier Safety Regulations Part 395.3.
- H. Bidders must bid and be able to provide a minimum of thirty (30) end-dump trucks for each 10-hour shift. Shifts may be up to 12-hours during heavy snow responses. The amount of equipment required, at any given time, will depend on need as determined by the Administrator. Actual equipment requests may range from a minimum of five (5) trucks to a maximum of fifty (50). When more than 30 trucks are requested by the Administrator, thirty (3) trucks will be the performance standard.
- I. The actual number of trucks required at any given time will be governed by the needs of Anchorage. When contacted for callout, the contractor will be advised as to the number of trucks required.
- J. All operators furnished with equipment will work at the direction of designated Street Maintenance personnel as assigned by the Administrator.

- K. A performance payment bond of 10% is required of the Contractor under the provisions of this contract. The payment bond is primarily intended to provide a mechanism for payment of valid claims by subcontractors and suppliers against the Contractor for non-payment of services provided under this contract.
- L. In the event the Contractor fails, neglects, or refuses to make prompt and full payment by no later than ten (10) days of receipt of payment by Anchorage for labor, services, materials, supplies or provisions furnished by any person in connection of this contract, Anchorage may withhold the amount due from the Contractor's subsequent payment for services provided that an affidavit of claim on the form furnished is filed with the Administrator. The withholding by Anchorage does not relieve the Contractor or his Surety from their obligations with respect to the payments of such claims. Sums withheld from payment for services will be disbursed pursuant to Section 2. General Paragraph L and will not be subject to payment of interest by Anchorage.
- M. Any claim received by the Administrator against the Contractor from any subcontractor or supplier will be forwarded to the Contractor by certified mail as soon as practical following receipt by the Administrator. Within twenty-one (21) days after the Contractor's receipt of the said notice, the Contractor shall notify the Administrator, in writing by Certified Mail, proclaiming the claim is contested or provide proof that the claim has been satisfied. If the Contractor contests the claim, the Contractor shall describe in detail how the subcontractor was paid or why the subcontractor should not be paid and furnish the three-point statement described hereafter. If the Contractor does not respond during the time allotted above, this lack of notice shall constitute consent by the Contractor to have Anchorage pay the claim from the earnings of the Contractor. Anchorage shall not be responsible to the Contractor if the Contractor subsequently contests the validity of the claim.
1. Sums withheld pursuant to disputed claims will not be paid to the claimant except where compelled by legal authority. Such sums may be paid to the Contractor upon the filing of a statement by the Contractor and his Surety on the form furnished by the Administrator stating:
 - a. The Contractor contests the validity of the claim.
 - b. The Surety acknowledges responsibility for the payment of the claim in the event it is valid.
 - c. The Contractor and Surety specifically agree to hold the Anchorage harmless for making payment to the Contractor of the sums withheld.
 2. In the event that the Contractor revokes consent to pay a claimant as provided herein and refuses to execute the said statement referenced above, Anchorage may institute an interpleader action in Anchorage, Alaska Superior Court, and all court costs and attorney's fees incurred by Anchorage shall be paid by the Contractor or the Surety.
 3. Claimants are not intended beneficiaries of this section and shall have no recourse against Anchorage for any failure to pay claims from sums withheld from the Contractor.

Section 3

LIQUIDATED DAMAGES.

- A. The contractor will be assessed liquidated damages of five hundred dollars (\$500) per shift for failure to provide the number of requested trucks. When more than thirty (30) trucks are requested by the administrator, the performance standard shall be a minimum of thirty (30) trucks per shift.
- B. Equipment provided by the contractor that does not comply with specifications or include all of the equipment as specified in **SECTION 4 EQUIPMENT SPECIFICATIONS**, shall be paid at a rate of twenty percent (20%) reduction of the hourly bid rate. This applies only if the administrator or his designee accepts use of the equipment for a specified "Call-Out" shift. This reduction rate is applicable to only the hourly bid rate for the truck and driver, and the allowable fuel consumption rate will not be affected by this reduction amount.

- C. All downtime must be reported to the administrator or his designee within thirty (30) minutes. A penalty of one hundred dollars (\$100) will be assessed against the contractor if downtime is not reported within thirty (30) minutes. Anchorage will not pay for downtime, lunch time, breaks, refueling or travel time to and from the job site.

Section 4 **Equipment Specifications.**

- A. All end-dump trucks will have a minimum height from the ground level to the top of the dump body, with sideboards, of nine (9) feet on driver's side and eleven (11) feet on passenger's side, measured on an empty truck. All trucks shall have a minimum of 20 cubic yard capacity and have tandem axles.
- B. All equipment shall meet the State of Alaska, Division of Motor Vehicles requirements.
- C. Anchorage reserves the right, regardless of volume bid, to load any truck provided under this bid to its maximum capacity at no additional charge to Anchorage.
- D. Successful bidder to guarantee clean dumping of dump body by means of epoxy or fiberglass spraying of interior or any other suitable means to prevent snow buildup in body.
- E. A Citizens Band (CB) radio on the Administrator's designated frequency, in good operating condition, shall be furnished on all equipment. The contractor is responsible to ensure all operators are in full compliance with all Federal, State and Municipal codes regarding the use of CB radios.
- F. Driver/operators shall have a cellular compatible navigational device (ie.cell phone, tablet, etc.) on their person, or installed in their equipment. Driver/operator will be aware data rates may apply when using Street Maintenance navigational applications, at no cost to the Municipality.
- G. All equipment shall be numbered in a manner easily recognizable and visible from either side of the truck.
- H. The contractor will provide a designated representative as liaison with municipal supervision at all times and during each shift.
- I.

Section 5 **Termination Clause.**

Anchorage reserves the right to terminate the contract for the following reasons:

- A. Failure to respond when requested by the Administrator or authorized representative within the specified time limits.
- B. Failure to provide equipment that meets pertinent federal and state safety standards.
- C. Failure to perform contractually required services as specified within the contract or directed by the Street Maintenance Administrator.
- D. Failure to provide equipment acceptable to the Administrator by not meeting the minimum requirements in Section 2. General and Section 4. Equipment Specifications.
- D. Anchorage shall notify the Contractor, in writing, of its intent to terminate under this paragraph at least five (5) calendar days prior to the effective date of termination.

Section 6

INVOICES.

- A. Invoices shall have the Purchase Order Number and Public Works Department, Street Maintenance Section clearly visible. A copy of the invoice shall be sent to:
- Public Works Department
Street Maintenance Section
4700 Elmore Rd, 2nd Floor
Electronic Billing: deirdre.reich-owens@anchorageak.gov
- B. Invoices will be processed twice monthly as follows:
- First Invoice to cover any chargeable call outs for the 1st – 15th day of the month.
 - Second Invoice to cover any chargeable call outs for the 16th day of the month through the end of the month.
 - Each invoice submitted must show the date, number of trucks called out and number of trucks actually reporting on time as specified previously within these bid specifications.
- C. An invoice shall also consist of (as a minimum):
- Purchase Order number
 - Invoice number and date
 - The performance period
 - Hours utilized during the performance period
 - Number of trucks called out and number of trucks reported
 - Cost per hour for Truck and Driver by performance period
 - Cost per hour for Fuel Consumption by performance period broken down by weekly chargeable amount
 - Total compensation requested
- D. The Contractor will provide copies of Contractor's Daily Work Schedule upon request from Anchorage, for audit or comparison purposes.

Section 7

FUEL COMPENSATION ALLOWANCE

FUEL PRICING AND CONSUMPTION ALLOWANCE: The successful bidder will submit for reimbursement of fuel consumption as a separate line from the hourly rates, on the contractor's invoices, as set forth in Line Item 3 above. **The fuel consumption allowance shall be set at four (4) gallons** per chargeable/allowed truck hour. The Fuel unit price set forth above is for establishing a basis for contract value only. The fuel per gallon cost/allowance under the contract shall be based upon the weekly "U.S. Average" (per gallon cost) column as listed on the U.S. Department of Energy, Energy Information Administration (EIA) website for "Retail On-Highway Diesel Prices"

<https://www.eia.gov/petroleum/gasdiesel/> as of the date of service within the weekly published rate. The unit price per gallon of fuel the Municipality of Anchorage will allow to be invoiced shall be the US National **weekly average** EIA "Retail On-Highway Diesel Prices" rate for the dates of service multiplied by the number of allowable fuel consumption chargeable hours and then multiplied by five (the allowable number of gallons per hour) in accordance with the attached specifications.

ALL DIESEL FUEL USED IN TRUCKS IN SUPPORT OF THIS CONTRACT SHALL NOT EXCEED THE MOST CURRENT SULFUR CONTENT REQUIREMENTS IMPOSED BY THE FEDERAL ENVIRONMENTAL PROTECTION AGENCY.

The contractor may petition Anchorage for an adjustment to the contract based on volatile fuel prices. This adjustment will be based on the index located at "eia.doe.gov" Retail On-Highway Diesel Fuel Prices. The adjustment will be calculated as follows: (a) average fuel usage per hour piece of equipment for each month multiplied by (b) the increase/decrease in the average monthly fuel index compared to \$X.XXX per gallon. The initial rate will be based on the index applicable during the week of the invitation to bid opening. Within three (3) days after award, the contractor will provide accurate "burn rates" for all equipment bid. This adjustment will be tracked as a Line Item entitled "Fuel Consumption Allowance" on invoices for equipment utilized during the billing period. Only equipment with prior submitted and approved burn rates will be eligible for compensation.

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

CONTRACT PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____
_____ of _____
as Principal, and _____
a corporation organized under the laws of the _____
_____ and authorized to transact surety business in the
State of Alaska, of _____
as Surety, are held and firmly bound unto the MUNICIPALITY OF ANCHORAGE, as Obligee, in the full
and just sum of _____
(\$ _____ Dollars, lawful money of the UNITED STATES, for the
payment which, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, Jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the principal has entered into a
certain contract dated the _____ date of _____ 20 _____, with the Obligee for
the construction of _____

_____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied
at length herein.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants,
terms, conditions, and agreements of said contract, and shall promptly make payments to all persons
supplying labor and material in the prosecution of the work provided for in said contract, during the
original term of said contract and any extensions of modifications thereof that may be granted by the
Municipality, with or without notice to the Surety, then this obligation to be void; otherwise to remain in full
force and effect.

This obligation is made for the use of said Obligee and also for use and benefit of all persons who may
perform any work or labor or furnish any material in the execution of said Contract and may be sued on
thereby in the name of said Obligee.

This said Surety, for the value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract or to the work to be performed there under or the
specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the
contract or to the work or to the specifications.

Whenever Principal shall be, and declared by Obligees to be in default under the Contract the Obligees having performed Obligees's obligations there under, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to Obligees for completing the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsible bidder, or, if the obligee elects, upon determination by Obligees and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligees and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Obligees to Principal under the Contract and any amendments thereto, less the amount properly paid by Obligees to Principal.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof in _____ original counterparts as of the _____ day of _____, 20____

WITNESS AS TO PRINCIPAL:

Principal Name

Principal Signature

(AFFIX CORPORATE SEAL)

Corporate Surety

Surety Business Address

(AFFIX SURETY SEAL)

BY:

(Attorney-In-Fact)

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?

