

INVITATION TO BID NO. 2023B005

Issue Date	Time and Date of Opening	Buyer	Phone Number
1/19/2023	9:30 A.M. Alaska Time, February 2, 2023	Vanisha Wyche	907-343-4590

ITB No. **2023B005** – Provide Fire Suppression System Maintenance on an “As Required” Basis to the Municipality of Anchorage (MOA), Maintenance & Operations (M&O).

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Specifications	Consisting of 6 Pages
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 **9:25 A.M. Alaska Time, February 2, 2023**. 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 **12:00 P.M. Alaska Time, January 23, 2023**. 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 locations throughout the municipality.**
- 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:

9:30 A.M. Alaska Time,

February 2, 2023

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 9-11. **Page 11** 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)

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 \$500,000 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)	Not required
Including all owned, hired, and non-owned	
<u>Workers Compensation and Employers Liability</u>	<u>Minimum Limits</u>
Per Alaska statute	\$500,000
<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:		FAX (A/C,
	PHONE (A/C, No, Ext):		
INSURED	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :		NAIC #	

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 EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS- DED <input type="checkbox"/> 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						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> 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

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	Authorized Representative

BID PROPOSAL

Item	Description	Est Quantity	Unit	Unit Price	Extended Price
CLEAN AGENT FIRE SYSTEMS					
1	Semi-Annual Testing, Inspection and Certification: FIQUENCH Halon System, APD Elmore per the attached Specifications. (6 systems)	12	EA	\$ _____	\$ _____
2	Semi-Annual Testing, Inspection and Certification: FIQUENCH Halon System, Loussac Library per the attached Specifications. (2 systems)	4	EA	\$ _____	\$ _____
3	Semi-Annual Testing, Inspection and Certification: Fike Panel with 3 zones FM200/VESDA System, Fire Station 12, per the attached Specifications. (1 system)	2	EA	\$ _____	\$ _____
4	Semi-Annual Testing, Inspection and Certification: FM200 with Air Sampling Detector System, Emergency Ops Center, per the attached Specifications. (1 system)	2	EA	\$ _____	\$ _____
WATER MIST FIRE SYSTEMS					
5	Semi-Annual Testing, Inspection and Certification: Generator Water Mist System, Transit Warm Storage per the attached Specifications. (1 system)	2	EA	\$ _____	\$ _____
WET/DRY CHEMICAL SYSTEMS					
6	Semi-Annual Testing, Inspection and Certification: Wet Chemical, Kidde WHDR 400, Clitheroe Center per the attached Specifications. (1 system)	2	EA	\$ _____	\$ _____
7	Semi-Annual Testing, Inspection and Certification: Wet Chemical, Range Guard RG-260 System, Fairview Rec per the attached Specifications. (1 system)	2	EA	\$ _____	\$ _____
8	Semi-Annual Testing, Inspection and Certification: Wet Chemical Range Guard RG-2.5, Spenard Rec per the attached Specifications. (1 system)	2	EA	\$ _____	\$ _____
9	Semi-Annual Testing, Inspection and Certification: Wet Chemical Range Guard 2.5 System, Sullivan Arena per the attached Specifications. (3 systems)	6	EA	\$ _____	\$ _____
10	Semi-Annual Testing, Inspection and Certification: Wet Chemical Ansul R102-3, Anchorage Senior Ctr., per the attached Specifications. (1 system)	2	EA	\$ _____	\$ _____
11	Semi-Annual Testing, Inspection and Certification: Wet Chemical Kidde WHDR 26, Chugiak Senior Ctr. per the attached Specifications. (1 system)	2	EA	\$ _____	\$ _____
12	Semi-Annual Testing, Inspection and Certification: Wet Chemical Gaylord, Golden Lion per the attached Specifications. (1 system)	2	EA	\$ _____	\$ _____

Vendor Name _____

BID PROPOSAL CONTINUED

Item	Description	Est Quantity	Unit	Unit Price	Extended Price
13	Semi-Annual Testing, Inspection and Certification: Dry Chemical Ansul MCH3 System, Municipal Paint Shop per the attached Specifications. (1 system)	2	EA	\$ _____	\$ _____
14	Semi-Annual Testing, Inspection and Certification: Gas Detector for Methane Gas System, Fire Technical Training (1 system)	2	EA	\$ _____	\$ _____
Subtotal (Items 1 – 14)			\$ _____		
REPAID AND MAINTENANCE SERVICES					
15	Hourly Rate during Normal Working Hours: 8:00 AM to 5:00 PM, Monday through Friday, for Providing Supervision, Labor, Tools, and Equipment for the Repair and Maintenance of Fire Suppression Systems, per the attached specifications	100	Hours	\$ _____ (per Hour)	\$ _____
16	Hourly Rate during Other than Normal Working Hours: 5:01 PM to 7:59 AM, Monday through Sunday including all Holidays, for Providing Supervision, Labor, Tools, and Equipment for the Repair and Maintenance of Fire Suppression Systems, per the attached specifications	50	Hours	\$ _____ (per Hour)	\$ _____
17	System Recharge and Maintenance Material, % of Material Mark-up (Max % allowed is no more than 5% above the actual cost of material Example: \$30,000 x 3% = \$30,900 (3% of Mark-up equals total price)			\$10,000 x % 	\$ _____
Subtotal (Items 15 – 17)			\$ _____		
Total All Lines (1 – 17)			\$ _____		

Prompt Payment Discount - Payment Terms Offered
_____% _____ Days OR Net 30 (default) 1% minimum and 15 days are the minimum amounts allowed (As referenced on page 5 of the ITB)

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

Container Value Limitation
The maximum individual container value shall not exceed _____ Dollars (Container Value Limitation shall not be used as an evaluation factor. It is being provided so the Municipality knows the maximum limits for individual containers.)

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

- ☐ YES
☐ NO

BID PROPOSAL (CONTINUED)

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 MOA does not guarantee any minimum or maximum purchase quantities and/or dollar amounts. The above quantities are for evaluation purposes only. 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 from effective date the contract is fully executed to January 31, 2024 with an option to extend for two (2) additional one (1) year option periods **at the same unit prices, upon mutual consent of both parties and lawful appropriation of funds.**

INSURANCE REQUIRED BEFORE AWARD:

Winning Bidder will provide a copy of the required insurance.

DOCUMENTS REQUIRED BEFORE AWARD:

Winning bidder will provide a copy of valid Alaska Business License, and NICET Certified Level 2, or higher in Special Hazards Systems.

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.

MUNICIPALITY OF ANCHORAGE

SPECIFICATION AND REQUIREMENTS CLEAN AGENT AND WET/DRY CHEMICAL FIRE SUPPRESSION SYSTEMS

Provide all material, services, and permits necessary to conduct and complete the Semi-Annual test, inspections, and certification of 10 Clean Agent Fire Suppression Systems, 1 Generator Water Mist System, and 11 various Wet/Dry Chemical Fire Suppression Systems for the Municipality of Anchorage (MOA), Maintenance and Operations Department.

PERFORMANCE OF WORK

The following conditions identify in detail the work required to be performed by the Contractor.

Furnish all supervision, labor, tools, equipment, and transportation required to test, inspect, and certify Clean Agent and Wet/Dry Chemical Fire Suppression Systems on an “as required” basis.

LOCATION OF EACH LINE ITEM		
Clean Agent Fire Systems		
Qty	Description	Location
6	Semi-Annual Testing, Inspection and Certification: FIQUENCH Halon System, per the attached Specifications.	APD Headquarters, 4501 Bragaw Street, Anchorage, AK
2	Semi-Annual Testing, Inspection and Certification: FIQUENCH Halon System, per the attached Specifications.	Loussac Library, 3600 Denali Street, Anchorage, AK
1	Semi-Annual Testing, Inspection and Certification: Fike Panel with 3 zones FM200/VESDA System, per the attached Specifications.	Fire Station 12, 7920 Homer Drive, Anchorage, AK
1	Semi-Annual Testing, Inspection and Certification: FM200 with Air Sampling Detector System, per the attached Specifications.	Emergency Operation Center, 1305 E Street, Anchorage, AK
Water Mist Fire System		
Qty	Description	Location
1	Semi-Annual Testing, Inspection and Certification: Generator Water Mist System, per the attached Specifications.	Transit Warm Storage, 3555 Dr. MLK Jr. Avenue, Anchorage, AK
Wet/Dry Chemical System		
Qty	Description	Location
1	Semi-Annual Testing, Inspection and Certification: Wet Chemical, Kidde WHDR 400, per the attached Specifications.	Clitheroe, 800 West End Road, Point Woronzof, Anchorage, AK

1	Semi-Annual Testing, Inspection and Certification: Wet Chemical, Range Guard RG-260 System, per the attached Specifications.	Fairview Recreation Center, 1121 E. 10 th Avenue, Anchorage, AK
1	Semi-Annual Testing, Inspection and Certification: Wet Chemical Range Guard RG-2.5, per the attached Specifications.	Spenard Recreation Center, 2020 W. 48 th Avenue, Anchorage, AK
3	Semi-Annual Testing, Inspection and Certification: Wet Chemical Range Guard 2.5 System, per the attached Specifications.	Sullivan Arena, 1600 Gambell Street, Anchorage, AK
1	Semi-Annual Testing, Inspection and Certification: Wet Chemical Ansul R102-3, per the attached Specifications.	Anchorage Senior Center, 1300 E. 19 th , Anchorage, AK
1	Semi-Annual Testing, Inspection and Certification: Wet Chemical Kidde WHDR 26, per the attached Specifications.	Chugiak Senior Center, 22424 N. Birchwood Loop, Chugiak, AK
1	Semi-Annual Testing, Inspection and Certification: Wet Chemical Gaylord, per the attached Specifications.	Golden Lion, 1000 E. 36 th Avenue, Anchorage, AK
1	Semi-Annual Testing, Inspection and Certification: Dry Chemical Ansul MCH3 System, per the attached Specifications.	Municipal Paint Shop, 4333 Bering Street, Anchorage, AK
1	Semi-Annual Testing, Inspection and Certification: Gas Detector for Methane Gas System	Fire Technical Training, 1150 Airport Heights Drive, Anchorage, AK

CLEAN AGENT FIRE SYSTEMS/WATER MIST FIRE SYSTEMS:

The following conditions identify in detail the work required to be performed by the Contractor:

The Contractor shall be responsible for supplying all supervision, labor, tools, and equipment needed to EA test, inspect, and certify Clean Agent fire suppression systems in accordance with the requirements set forth in the latest revision published edition of NFPA 12A, NFPA 2001, NFPA 72, NFPA 750 and the IFC Standards and/or the Anchorage Fire Department or as directed by the MOA Contract Administrator or as recommended by the manufacturer.

Work required will begin within seven (7) days of written notification from the MOA Contract Administrator. Inspections and testing shall be conducted beginning January 2020 and again July 2020 then once every six (6) months unless otherwise directed by the MOA Contract Administrator.

Clean Agent fire suppression systems shall be inspected and tested in accordance with the following requirements:

All work shall be accomplished under the direction of the Contractor's on-site Project Manager who shall be NICET Certified Level 2, or higher in Special Hazards Systems.

The entire system shall be tested in accordance with a written Maintenance Testing Procedure (MTP), which shall be prepared by the Contractor and submitted to the MOA Contract Administrator for approval two weeks prior to the performance of the MTP. As a minimum, the MTP shall provide a detailed method of testing which generates an electronic written inspection report, which will

demonstrate to the MOA Contract Administrator and/or the Anchorage Fire Department that the system functions as intended by design.

NOTE: Clean Agent Systems/Water Mist Systems shall not be discharged during testing procedures as a method of system testing. Any Clean Agent Systems/Water Mist Systems storage unit that is accidentally discharged due to the contractor's actions shall be refilled at no cost to the Municipality.

WET/DRY CHEMICAL SYSTEMS

The Contractor shall be responsible for supplying all supervision, labor, tools, and equipment needed to test, inspect, and certify Wet/Dry Chemical Fire Suppression systems in accordance with the requirements set forth in the latest revision of UFC Section 10.313 (e) International Fire Code chapter 9, NFPA 17, 17A, and/or the Anchorage Fire Department or as directed by the MOA Contract Administrator or as recommended by the manufacturer.

Work required will begin within seven (7) days of written notification from the MOA Contract Administrator. Inspections and testing shall be conducted beginning January 2020 and again July 2020 then once every six (6) months unless otherwise directed by the MOA Contract Administrator.

Wet/Dry Chemical Fire Suppression systems shall be inspected and tested in accordance with the following requirements:

All work shall be accomplished under the direction of the Contractor's on-site Project Manager who shall be NICET Certified in Special Hazard Systems at Level II or higher.

The entire system shall be testing in accordance with a written Maintenance Test Procedure (MTP), which shall be prepared by the contractor and submitted to the MOA Contract Administrator for approval two weeks or more prior to the performance of the MTP. As a minimum, the MTP shall provide a detailed method of testing which generates an electronic written inspection report that will demonstrate to the MOA Contract Administrator and/or the Anchorage Fire Department that the system functions as intended by design.

The Contractor shall submit one copy of each completed inspection report to the Anchorage Fire Department: fireprevention@muni.org and an additional copy to: facilitymaintenanceworkrequests@anchorageak.gov

Testing and inspections accomplished shall be coordinated with on-site facility coordinators when possible. Working times may vary due to facility activities and no additional payment will be made if unusual working times are required.

The Contractor shall be responsible for providing all supervision, labor, tools, and equipment on a subject to call-out, "as required" basis, twenty-four hours a day, seven days a week to repair and maintain Clean Agent/Water Mist/Chemical Fire Suppression Systems throughout the Municipality. Most of the work will be scheduled during normal working hours, Monday through Friday 8:00 AM to 5:00 PM.

The Contractor will be required to respond to callouts within two hours of written notification from the MOA Contract Administrator or his/her designee. All work completed on a call-out basis shall comply with all local, state, and federal code requirements

The Contractor may be required to produce as-builts of existing systems or to update existing as-builts. This work will be paid for on an hourly basis at the rate established in the bid schedule for work accomplished during normal working hours.

NOTE: Wet Chemical and Dry Chemical Systems shall not be discharged during testing procedures as a method of system testing. Any Wet Chemical or Dry Chemical System accidentally discharged because of the contractor's actions shall be cleaned up and refilled at no cost to the Municipality.

PAYMENT

Payment for work completed will be in accordance with established bid prices.

Separate invoices shall be submitted for each facility tested and shall list the name and address of the facility work was accomplished in, the facility number, the number of devices tested, the bid cost for testing each device, and a total cost. Inspection reports must be attached to invoices when applicable.

The Contractor shall be compensated for callouts at the hourly rate agreed to in the bid when the work is performed during normal working hours. When work is required during other times, the Contractor shall be compensated at the hourly rate agreed to in the bid schedule for work performed during other hours.

The Municipality reserves the right to add or delete to the services required without effecting established bid prices.

INVOICE REQUIREMENTS

The Contractor shall submit a monthly invoice to the MOA Contract Administrator no later than five (5) days after the month in which services were performed. Invoices must include the following information:

- Unique invoice number
- Contractor name and address
- Applicable Purchase Order Number
- Month services were performed
- Monthly charges; any additional charges itemized and described, if applicable
- Name and address of the building where the services were performed

Invoices not containing the above information will be considered invalid and will be returned to the Contractor for correction. No payments shall be made against invalid invoices.

Please use the following Name and Address on the invoice:

Municipality of Anchorage
Attn: Maintenance & Operations, Facility Maintenance
PO Box 196650
Anchorage, AK 99519-6650

Invoices shall be submitted to the following email address: **FFMI@ci.anchorage.ak.us**

LABOR HOURS

Scheduled work shall be coordinated between the MOA Contract Administrator, Using Facility, and the Contractor. The Contractor shall be responsible for providing all supervision, labor, tools, and equipment on a subject to call-out, "as required" basis, twenty-four hours a day, seven days a week to repair and maintain Clean Agent/Wet/Dry Chemical Fire Suppression Systems throughout the Municipality. Most of the work will be scheduled during normal working hours.

Normal Hours are defined a scheduled work performed between 8:00 AM to 5:00 PM - Monday -Friday excluding holidays and weekends.

Other Than Normal Hours are defined as work performed between 5:01 PM - 7:59 AM Monday - Friday including Weekends and Holidays

The Contractor will be required to respond to emergency callouts within one hour of verbal notification from the MOA Contract Administrator or his designee.

MATERIALS

The Contractor shall be required to supply all materials needed for completion of the work.

All materials supplied for repair work shall be equal to or better than existing and shall meet UL requirements.

All materials supplied for new work must be compatible with the intended installation and meet all code and UL requirements.

Materials provided by the Contractor shall be warranted for a period of one year from the date of installation.

Payment requests for completed work must be accompanied with material suppliers' invoices. A maximum material mark-up cost equal to five (5) percent shall be permitted to the Contractor for all materials supplied, including replacement Halon 1211, Halon 1301, FM200, Novec 1230 and Wet/Dry Chemical Fire Suppressant. Halon and Wet/Dry Chemical Fire Suppressant shall be supplied at the prices established in the bid.

Consumable Items CLEAN AGENT FIRE SYSTEMS/WATER MIST FIRE SYSTEMS

Batteries shall be replaced on an annual basis and replacement date is to be written on batteries with a marker. Batteries are to be replaced at no extra charge to the Municipality. Cost of batteries and the labor for replacement is to be included in bid amount for each inspection.

Consumable Items WET/ DRY CHEMICAL FIRE SYSTEMS

Fusible links are to be replaced on a semi-annual basis and CO2 cartridges on an annual basis. Fusible links and CO2 cartridges are to be replaced at no extra charge to the Municipality. Cost of the fusible links and CO2 cartridges and the labor for replacement is to be included in bid amount for each inspection.

WORK PERFORMED BY OTHERS

The Municipality reserves the right to perform any or all work required by this contract.

CONTRACT ADMINISTRATION

The Contract Administrator for this contract will be in MOA Maintenance and Operations Department. The successful Contractor shall supply the names of two persons able to represent the Contractor in every aspect pertaining to the work required by these specifications to the MOA Contract Administrator within twenty-four hours of award of any resulting contract.

The Contractor shall maintain phone service twenty-four hours a day for receiving call-out notices. The appropriate phone numbers shall be supplied to the MOA Contract Administrator within twenty-four hours of award of any resulting contract.

CONTRACTOR QUALIFICATIONS

The bidder must have experience in the installation repair and maintenance of fire systems.

The Municipality may require within three (3) working days of bid opening a statement of experience that includes:

- Years of experience in this field
- Evidence of factory training for field technicians

- List of systems installed and maintained
- Appropriate local references

Bidders shall be prepared to designate a Project Manager, NICET Certified in Fire Alarm Systems or Special Hazard Systems at Level II or higher, who will act, as an on-site supervisor for the contractor whenever work required by this contract is performed.

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 from date of contract award through April 30, 2023.

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.