

INVITATION TO BID NO. 2023B008

Issue Date	Time and Date of Opening	Buyer	Buyer Phone Number
1/24/23	09:00 A.M. Alaska Time, February 9, 2023	Ryan Marquis	907-343-4590

ITB No. 2023B008 – Provide Custodial Services at the Animal Control Shelter to the Municipality of Anchorage (MOA), Maintenance and Operations Department.

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Specifications	Consisting of 16 Pages	
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******Mandatory Site Visit******

Tuesday, January 31, 2023, 10:00 A.M. Alaska Time

Animal Control Shelter 4711 Elmore Rd.

Anchorage, AK 99507

Contact: Debbie Soares, (907)343-8389

NOTE: ONLY BIDS RECEIVED FROM PROSPECTIVE BIDDERS WHO ATTEND THE MANDATORY SITE VISIT SHALL BE ELIGIBLE FOR AWARD.

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, February 9, 2023**. It is respectfully requested bidders participating in the 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 **5:00 P.M. Alaska Time, January 31, 2023**. Questions will include the Buyer's name, the ITB number and ITB Title.

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 .
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 Director.
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: Animal Control Shelter, 4711 Elmore Rd. Anchorage, AK 99507.**
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 the agent responsible for opening bids. 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:	09:00 A.M. Alaska Time,	February 9 2023
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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 Municipal 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 will be justification for rendering the bid non-responsive. Evaluation of bids for responsiveness will be accomplished in accordance with Anchorage Municipal Code, Title 7.

II. REQUIRED DOCUMENTS FOR BID

- A. BID PROPOSAL: Pages 9-10. **Page 10** will be signed by an authorized representative of the Bidder.
- B. ADDENDA: All addenda issued against this Invitation to Bid will be acknowledged on the Bid Proposal page or by manually signing the Addenda sheet(s) and submitting the Addenda sheet(s) to the MOA 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 (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)	\$1,000,000
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 MOA 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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C,</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <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> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C,	E-MAIL ADDRESS:		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: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">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)

1. 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, .
2. 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	Quantity	Unit	Unit Price	Extended Price
1	Monthly Cleaning Per Attached Specifications	12	MO	\$ _____	\$ _____
2	Semi-Annual Deep Floor Cleaning Per Attached Specifications	2	EA	\$ _____	\$ _____
Total (Items 1 – 2)				\$ _____	

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

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.

PERIOD OF PERFORMANCE

Period of performance will be from March 1, 2023 to February 29, 2024, unless terminated sooner, with an option to renew for (2) additional one (1)-year periods **at the same unit price(s), upon mutual consent of both parties and lawful appropriation of funds.**

Vendor Name _____

BID PROPOSAL (CONTINUED)

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

Authorized Representative Signature

Date

Printed Name

Title

Printed Vendor Name

Phone Number

Mailing Address

Fax Number

City, State, Zip Code

Company Email Address

Physical Address of Company (if different from above)

City, State, Zip Code

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

Municipality of Anchorage
Custodial Specifications and Standards

Animal Control Shelter, 4711 Elmore Road

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Municipality of Anchorage Custodial Specifications and Standards

SECTION 1 - GENERAL INFORMATION

1.1 PURPOSE

The Municipality of Anchorage (“MOA” or “Municipality”) requires cleaning services in support of the day-to-day operations of MOA owned or leased buildings. These specifications and standards identify work requirements, quality levels, and performance measures required to maintain the facilities in a safe, clean, and attractive environment.

These specifications and standards shall be utilized by the MOA Contract Administrator and the Contractor to ensure proper interpretation of all cleaning requirements and methods to be utilized when cleaning MOA buildings. These specifications and standards shall remain in full force for the duration of the contract unless formally amended, in writing, executed by both parties.

1.2 LOCATION INFORMATION

- Animal Control Shelter, 4711 Elmore Road, approximately 6,000 sq. ft. total, cleaning area is less.
- Contract Area: Attachment A; page 1
- There is No Smoking in any MOA facilities

1.3 CONTRACTOR QUALIFICATIONS

The Contractor must meet the following minimum qualifications:

- The Owner (Partners) shall have at least three (3) years’ experience providing custodial services of equal or greater complexity and size.
- Possess a valid Alaska business license.

1.4 CUSTODIAL WORKER QUALIFICATIONS

All custodial workers shall be at least 18 years of age and capable of performing custodial work with limited supervision. The contractor shall ensure that all custodial workers are trained in the safe handling of biological waste as required by local, state, and federal code. The contractor shall also ensure that proper protective clothing, cleaning chemicals, and cleaning equipment is always available to custodial workers for the purpose of safely handling biological waste. When requested, the contractor shall provide information to the contract administrator, which verifies this requirement.

Whenever custodial workers are on site, there shall be among their number at least one who possesses the ability to read, write, speak, and understand the English language as well as the ability to communicate with, and relay information and instructions to all other custodial workers on site. This is necessary so that custodial workers can immediately respond to events in the building, direction by staff, and cleaning assignments.

1.5 CONTAMINATED WASTE

Contaminated (biological or hazardous) waste and receptacle liners, designated by the facility manager, shall be removed to a containment area in the building and placed in specified containers. All custodians working in the facility must be trained in proper techniques required to safely handle contaminated waste and shall be properly immunized as required by all state, local, and federal requirements. The Contractor shall be responsible for providing all training, certification, and immunization treatments at no additional cost to the Municipality. The Contractor shall ensure proper protective equipment, including clothing, cleaning chemicals, and cleaning equipment is always available to custodial workers for safely handling contaminated waste.

If requested by the MOA Contract Administrator, the Contractor shall provide a complete list of protective clothing, cleaning chemicals, and cleaning equipment available for the safe handling of contaminated waste.

Within thirty (30) days of contract award, the Contractor **shall** provide verification of Contractor employee training in the safe handling of contaminated waste hazards.

1.6 CDC GUIDELINES

Contractor shall abide by all MOA, State of Alaska, CDC, and any other COVID-19 or any infectious disease safety guidance and safety standards. All custodians, operating under this contract, shall wear a mask, covering their nose and mouth, while inside the facility. All custodians shall follow CDC, State of Alaska, and MOA requirement(s) after being exposed to someone with COVID-19 or if the custodian is exhibiting symptoms commonly associated with COVID-19. The contractor shall be responsible for all required Personal Protective Equipment (PPE).

1.7 SECURITY REQUIREMENTS

The Contractor may be required to utilize certain security equipment as directed by the facility manager. All persons entering any MOA facility after normal operating hours shall have proper identification, i.e., valid driver's license, contractor assigned identification badge.

1.7.1 Municipal Building Keys/Access Cards/Badges/PIN Codes

The Contractor shall be responsible for safe keeping of any keys, access cards, badges, or PINs signed for during the life of the Contract. Should a change of custodial personnel arise, the Contract Administrator shall be notified immediately so the Contractor's access code may be changed. The Contractor must immediately notify the Contract Administrator when keys, access cards, badges, or PINs are compromised, lost, or non-functional. The contractor shall be liable for any costs associated with replacing keys (\$25 per key) and/or re-keying (up to \$100 per lock) at the facility due to negligence.

1.7.2 Unsecured Facility Procedures

Custodial Personnel are advised to not enter a building upon arriving and discovering the entrance doors to be unsecured. The police should be called immediately to investigate for unsafe or dangerous conditions that may exist at the building and pose life threatening situations for contract employees.

1.7.3 Unauthorized Entry

Only custodial employees are allowed to enter Municipal facilities after normal working hours. Visitors, including spouses, and children under the age of 18 shall not accompany contractor employees into any Municipal facility. **UNDER NO CIRCUMSTANCES WILL ANYONE WHO IS NOT AN EMPLOYEE OF THE CONTRACTOR BE ALLOWED ON THE PREMISES.**

1.7.4 Requirement to Keep Building Secure

Custodial personnel are not to leave unattended doors/gates unlocked or propped open when doorway/gate is normally secured, or work is occurring outside of normal building open hours. Custodial personnel are required to re-secure any doors/gates, etc. they unlock, replace padlocks to the same configuration they were, turn out any lights that they turned on, and re-arm any alarms that they disarmed. All contractor's staff are required to call by phone, to notify MOA Security, 907-343-2851, immediately before they enter a building, and again when leaving; to eliminate false alarms and verify all alarm points are in secure state. If, within a year, more than two guard callouts to secure a building due to the Contractor failing to do so are needed, the Contractor may be charged for any subsequent guard callouts resulting from a contractor's failure to secure a facility.

1.8 SAFETY

The Contractor will be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act and other Federal, State and/or local regulations which affect custodial and housekeeping operations. Safety Data Sheets (SDS) must be supplied for all chemicals utilized under this contract. All chemicals utilized in Municipal facilities must be properly identified with manufacturer's label and secondary containers must be labeled to identify the contained chemical product.

1.9 CONTRACTOR EQUIPMENT

The Contractor shall provide all supplies and commercial cleaning equipment required to perform this contract. The Municipality will provide storage for equipment and supplies. Equipment includes, but is not limited to, vacuums, floor scrubbers, rubbish carts, carpet extraction machine, etc. All equipment shall be maintained in accordance with manufacturer recommendations. Equipment that is not performing properly must be taken out

of service and replaced. Examples of unacceptable conditions include, but are not limited to dust emission, unusual noise, inadequate cleaning of surfaces, etc.

NOTE: The Contractor shall furnish all supervision, labor, tools, equipment, and supplies needed to successfully complete the required cleaning services.

1.10 DEFECTIVE ITEMS

The Contractor is to notify the Contract Administrator, or designee, of any irregularities noticed while performing their services, such as defective plumbing, defective electrical switches, or plugs, and broken or damaged dispensers.

1.11 EXCLUDED AREAS

All mechanical rooms, electrical rooms, computer/communication rooms.

1.12 MOA HOLIDAYS

The Custodial services shall be performed at this facility in accordance with Section 1.17. The facility is closed on the MOA holidays and does not require cleaning services on the following days:

New Year's Day – January 1
Martin Luther King, Jr. Day – 3rd Monday in January
President's Day – 3rd Monday in February
Memorial Day – Last Monday in May
Independence Day – July 4th
Labor Day – First Monday in September
Thanksgiving Day – Last Thursday in November
Christmas Day – December 25

If the MOA holiday falls on Saturday, the MOA holiday will be Friday. If the holiday falls on a Sunday, the MOA holiday will be Monday.

1.13 SUPPLIES AND MATERIALS

Detergents and all other cleaning agents shall be of a nature known to be non-injurious to people, paint, carpet, or other surfaces. All floor wax shall be of a water emulsion or resinous finish, no-slip material, and shall be used as recommended by the manufacturer. Cleaning materials shall have a pH factor of not less than six (6) and not more than eight (8).

The Contractor shall be responsible for providing the following supplies (where utilized):

- Waste basket liners
- Liners in all other waste receptacles
- Paper towels (placed in all dispensers including, but not limited to, bathrooms, kitchen areas, coffee areas, and other areas where dispensers are present)
- Liquid soap (where dispensers are present)
- Toilet seat covers (where dispensers are present)
- Toilet paper (2-ply only) (where dispensers are installed)

All products and supplies shall be of high quality and installed in areas where applicable and shall be of the correct size to properly fit the specific item in which it is to be placed.

The Municipality of Anchorage encourages the use of recycled paper products and biodegradable chemical products be used whenever possible.

1.14 TRASH DISPOSAL

A trash dumpster will be provided by the Municipality at no cost to the Contractor.

1.15 DAMAGE TO MUNICIPAL PROPERTY

The Contractor shall be responsible for repairing or replacing any MOA property damaged by the Contractor during performance of this contract. Prior to signing the contract, the Contractor may request that they and the MOA Contract Administrator, or designee, inspect the facility and create a list of existing damage. The list of existing damage shall be signed by both the Contractor and the MOA Contract Administrator. The list of damaged property will be added to the contract as an attachment.

1.16 FURNITURE AND FIXTURE GUARDS

All cleaning equipment must have guards, rollers, bumpers, or soft covers as recommended by the manufacturer to prevent damage to furniture and other building fixtures.

1.17 CLEANING SERVICES SCHEDULE (EXCLUDING MOA HOLIDAYS)

- DAILY SUNDAY THROUGH SATURDAY: Section 4
- WEEKLY Section 5
- FLOOR DEEP CLEANING (January and July); Section 3.1 and Section 6

Note: All scheduled cleaning services within the building shall be performed between the hours of **11:00pm and 6:00am**. The Contractor shall not be allowed to provide custodial services outside the stated hours unless authorized or requested by the Contract Administrator or designee for discrepancies.

1.18 RESERVED

1.19 RESERVED

SECTION 2 - CONTRACT ADMINISTRATION

The Contract Administrator shall be a management representative of the Maintenance & Operations Department, Facility Maintenance Division and shall ensure that all services are provided in a timely and professional manner as required in the contract specifications. The Contract Administrator, or designee, shall notify the Contractor of discrepancies and request the Contractor to respond in the specified time to correct the discrepancies. The Contract Administrator, or designee, shall first ascertain the validity of complaints prior to requesting the Contractor to respond to a discrepancy notification.

The Contract Administrator, or designee, must be able to contact the Contractor or authorized company representatives within one (1) hour, seven (7) days per week. Therefore, a valid telephone or cell phone, and recording device number must be provided. This information shall be always kept current to the Contract Administrator. Contractors must also have a working email address where copies of reports and other information can be sent as needed.

Services under this contract are for normal custodial operations required to support day-to-day operations of the MOA owned or leased building.

Custodial services for "Special Services" are not authorized unless written authorization by the Contract Administrator or designee, or a Purchase Order, is issued. Authorization for "Special Services" must specify the task(s) to be completed, the period of performance and the cost for the "Special Services".

Definitions:

Normal Custodial Operations: Custodial services required to support day-to-day operations of MOA owned or leased building.

Special Services: Custodial services required due to a natural disaster such as earthquake, flood, or fire.

SECTION 3 - ADMINISTRATIVE PROCEDURES

3.1 DEEP FLOOR CLEANING NOTIFICATION SCHEDULE

Floor deep cleanings shall be conducted in accordance with Section 6. Cleanings shall be performed the **3rd weekend in January** and the **3rd weekend in July**.

All floor deep cleanings are subject to inspection and acceptance by the MOA Inspector/Contract Administrator.

Any floor deep cleaning deficiencies found by the MOA Inspector/Contract Administrator must be completed the following weekend. If deficiencies are not corrected, the MOA may terminate the contract for cause.

Any deviation to this schedule is not authorized unless agreed in writing by the Municipality of Anchorage Contract Administrator at least 3 weeks prior to the scheduled cleaning.

3.2 CLEANING DISCREPANCIES

The Contract Administrator, or designee, shall first ascertain the validity of complaints prior to requesting the Contractor respond to a discrepancy notification. The Contractor is required to respond to the Contract Administrator or designee within (1) hour of being notified of cleaning discrepancies. The Contractor shall be required to begin substantial correction of cleaning discrepancies within two (2) hours from receiving notification from the Contract Administrator or designee.

Should the Contractor fail to respond OR fail to substantially begin corrections within the specified allowable time(s), the Contract Administrator reserves the right to have an “outside” Custodial Contractor correct the discrepancy. The Contractor shall be liable for all costs paid to the “outside” Custodial Contractor to correct the discrepancy.

After correcting the verified cleaning discrepancy, the Contractor shall provide the MOA Contract Administrator or designee with written notification of what corrective action was taken to correct the problem(s) and what steps the Contractor is taking to ensure the discrepancy does not occur again.

If the Contractor has more than two (2) “outside” Custodial Contractor charges against them in any contract year, the MOA reserves the right to terminate this contract for default.

3.3 INVOICE REDUCTION

Should it be necessary for the Contractor to be liable for “outside” custodial services costs, the Contract Administrator shall deduct the costs of the “outside” custodial contractor from the Contractor’s current invoice. If the current invoice is insufficient to cover the “outside” custodial contractor costs, the Contract Administrator may deduct costs from future invoices until all costs are recovered from the Contractor.

3.4 REMOVAL OF CUSTODIAL WORKERS

The MOA Contract Administrator may, through the MOA Maintenance & Operations Department, Facility Maintenance Division, request removal of custodial worker(s) from work site(s) whose continued employment on Municipal premises is deemed contrary to the public interest or inconsistent with the best interests of the Municipality of Anchorage.

3.5 SUPERVISION AND INSPECTION

The Contractor shall provide qualified supervision of all contract work to ensure work is performed as required and in a manner, which meets or exceeds the established standards as specified herein. Whenever custodial workers are on site, there shall be among their number at least one who possesses the ability to read, write, speak, and understand the English language as well as the ability to communicate with, and relay information and instructions, to all other custodial workers on site. This is absolutely necessary so that custodial workers can immediately respond to events in the building, direction by staff, and cleaning assignments.

If requested, a daily written or verbal report shall be completed and forwarded to the Contract Administrator. If requested by the Contract Administrator; the Contractor, in conjunction with the Contract Administrator, or designee, shall conduct a daily inspection of all work performed by the Contractor to ensure performance does not drop below minimum acceptable standards.

3.6 CONTRACTOR EMPLOYEES ASSIGNED TO THE CONTRACT

Prior to the contract start date, the Contractor shall furnish the Contract Administrator a complete list of Contractor employees assigned to each building. The list shall show employee’s full name and any MOA building keys/access cards/badges/PINs, and any contractual required certificates. The contractor shall be

required to notify the Contract Administrator and provide an updated list prior to any personnel changes.

3.7 **INVOICES**

The Contractor shall submit a monthly invoice to the 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 Dept., Facilities Maintenance Division
PO Box 196650
Anchorage, AK 99519-6650

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

SECTION 4 - CLEANING REQUIREMENTS

4.1 WASTE & TRASH RECEPTACLES

Specifications: Empty all waste receptacles (wastebaskets, trashcans, boxes if labeled “trash”, “garbage” etc.). Receptacle liners shall be changed as necessary and proper sized liners furnished to reduce odors and germ buildup. Replacement liners shall be of sufficient strength, quality, and of the correct size to fit the receptacles in which they are to be inserted. Remove all trash, and waste to a designated central location (i.e. dumpster) for disposal. Ensure all waste receptacles are maintained in a clean and odor-free condition. Any item(s) near trash cans/wastebaskets are not to be removed if not labeled as “trash” or “garbage”. If in doubt, set the item(s) aside and ask for direction from the facility manager or Contract Administrator.

Standards: Properly cleaned waste and trash receptacles are free of all waste residue, soiled liners, odors, stains, and other debris.

4.2 ASH URNS

Specifications: Empty all ash urns/ash containers, and wipe, polish or wash clean with an appropriate cleaning material to remove all stains and residue. Use a sand filter to remove butts and debris from sand filled urns or containers. Save sand and return to urns or containers. The contractor shall be required to refurnish sand for sand urns or containers when necessary or required. The contractor shall be required to maintain designated smoking areas in a clean and attractive environment.

Standards: Properly cleaned ash urns of any type are free of debris, odors, deposits, smudges, and unsightly conditions. They shall display a bright, clean, and residue free appearance. There will be no cigarette butts or debris of any kind lying on the ground of designated smoking areas.

4.3 DRINKING FOUNTAINS and SINKS

Specifications: All stains, including rust, chlorine, lime, calcium, and other foreign materials shall be completely removed from the fixture. A nonabrasive cleaner shall be applied to clean the entire surface area. Bright work, including any exposed pipes shall be cleaned with an appropriate cleaning agent. The drain holes shall not be stopped up or discolored. After cleaning, surfaces shall be wiped dry with a clean cloth or sponge. Areas immediately adjacent shall be cleaned when performing services to drinking fountains and sinks.

Contractor is not responsible for cleaning dishes or utensils. If sink has dishes/utensils in it, it does not need to be cleaned.

Standards: Properly cleaned and maintained drinking fountains, sinks and associated surfaces shall be free of streaks,

discoloration, deposits, build-up and all other unsanitary or unsightly conditions.

4.4 FLOOR SURFACES

4.4.1 Carpet

Specifications: Vacuum all carpet surfaces with an industrial type, commercial vacuum. When soiled areas on carpet surfaces appear, use the appropriate spot/stain removal material found in "Spot Removal" kits in accordance with the manufacturer's recommendations.

All loose carpet strands are to be trimmed short to the normal surface(s) so as to prevent "runs". Scissors, nail clippers, or a small, sharp bladed knife will suffice when performing these services. Any damages caused by contract personnel shall be reported immediately to the Contract Administrator and corrected by the Contractor at no cost to the Municipality.

Standards: Properly vacuumed and "spot cleaned" rugs and carpet surfaces are free of loose strands, soiled spots, dust, dirt, matted areas and other unsightly blemishes. The surfaces shall display a uniformly clean and bright appearance.

4.4.2 Ceramic Tile

Specifications: Vacuum or dust mop all tiled floor surfaces with an industrial type machine or sweep with a clean, treated dust mop or broom. All tile floor surfaces shall be swept for the removal of debris, dust, and dirt while minimizing airborne particles. After vacuuming or sweeping floor surfaces, damp mop with cleaning solution mixed with warm water for removal of stains, offensive odors, streaks, and other unsanitary conditions. Note: Tile floors should not be sealed (not referring to grout sealer) or waxed.

Standards: Properly cleaned tile floor surfaces are free of streaks, stains, spots, dull film appearances, mop strings, and "holidays" or missing areas and shall display a uniformly clean and odor free appearance throughout.

4.4.3 Quarry Tile

Specifications: Quarry Tile surfaces shall be vacuumed or swept with a wide soft push broom or treated dust mop to remove all debris, dirt, grit, and other foreign matter from floor surfaces. The Quarry Tile surface is to be damp-mopped with a solution mix of cool water and a NEUTRAL cleaner. Alkaline and acid cleaners shall not be used as they will harm the tile over a period of time and also damage the grouting. All products are to be used in accordance with manufacturer's recommendations. Note: Quarry Tile should not be sealed or waxed.

Standards: Properly cleaned Quarry Tile surfaces are free of streaks, stains, spots, dull film appearances, mop strings and "holidays" or missing areas and shall display a uniformly clean and odor free appearance throughout.

4.4.4 Vinyl Linoleum

Specifications: Vacuum with an industrial canister type machine or sweep clean with a treated, soft hair push broom or clean, treated dust mop for complete removal of sand, grit, dirt, dust, and other debris. Airborne dust particles are to be kept at a low level when performing this service. The floor surfaces shall then be damp-mopped with a solution of cool water and neutral cleaner. Alkaline cleaners are not to be used on vinyl linoleum floors. Wax shall not be applied when these types of floor surfaces are installed on stairs or landings and for safety reasons.

Standards: Properly cleaned Vinyl Linoleum floor surfaces are free of dirt, stains, dust, rust spots, mop strings, "holidays" or missed areas, scuff marks and other unsightly appearances and shall display a uniform bright, clean, and odor free appearance.

4.4.5 Terrazzo (Not applicable to this contract)

4.4.6 Wood

Specifications: A wood floor shall be thoroughly swept with a clean, treated dust mop. All dirt, grit, sand, dust, and other foreign debris shall be completely removed from the wood floor surfaces. Next, prepare a solution of WATERLESS CLEANER in a bucket and damp mop with a clean wet mop. When dusting or damp mopping wood floors, always work with the "seams or direction" of the floor surface. Street or hard sole shoes are NOT to be worn on any wood floor surfaces any time.

NOTE: Wax shall not be applied to Gymnasium wood floor surfaces.

Standards: Properly maintained hardwood floor surfaces are free of grit, dirt, sand, dust, or any other unsafe or unsightly conditions or appearances. Hardwood floor surfaces shall not display any dirt build-up in corners or against walls, furniture, or fixtures.

4.4.7 Concrete

Specifications: Sweep concrete hallways, stairs, and landings with a push broom for complete removal of dust, dirt, loose particles, and other foreign matter. Concrete surfaces shall be sprinkled with an approved sweeping compound before sweeping to minimize airborne particles. The soiled compound shall then be picked up and discarded in a waste receptacle. Soiled concrete surfaces shall be cleaned with an approved cleaning solvent for removal of grease, oil, or other unsightly conditions. Solvents and absorbent compounds shall be used in accordance with manufacturer's recommendations. New concrete floor surfaces shall immediately be sealed and finished to simplify maintenance and protect the surfaces. Damp mop floor with a NEUTRAL CLEANER. For heavily soiled floor surfaces, a heavy duty powdered concrete cleaner is recommended.

Standards: Properly cleaned concrete floor surfaces are evenly sealed with an approved concrete sealer and shall not display grease, dirt build-up, tar, oil, streaks, dull appearances, or any other unsightly or unsafe conditions. All concrete surfaces shall display a uniformly clean appearance.

4.4.8 Stairs and Landings

Specifications: Vacuum with an industrial type canister or Bac-Pac cleaner or sweep with push broom or handheld counter brush (foxtail) all stairs and landings for complete removal of all dirt, dust, lint and other debris including loose nap. All stairs and landings (excluding carpeted stairs and landings) shall be damp mopped with an all-purpose cleaning agent mixed with hot water. Carpeted surfaces shall be vacuumed for complete removal of debris, lint and all other foreign particles.

Standards: Properly cleaned landings and stairs are free of string, dirt, dust, odors, loose carpet nap, and display an attractive, clean, and odor free appearance.

4.4.9 Studded Rubber

Specifications: Totally sweep or vacuum area to remove all dirt, debris, and dust. After sweeping, damp mop the floor surface with an approved rubber floor cleaner. Do not use soap detergents on this floor, as it will cause streaks. DO NOT apply wax or sealer to rubber flooring.

Standards: Properly cleaned and finished rubber floor surfaces are free of streaks, soiled or missed spots, residue, strings, rust stains, heal marks, and other unsightly marks and shall display a continuously glossy and uniformly clean appearance.

4.4.10 Interlocking Rubber Flooring Tile

Specifications: Sweep and/or vacuum interlocking rubber flooring tile to remove all dirt, debris, and dust. After sweeping and/or vacuuming, damp mop the floor surface with lukewarm water using a clean damp mop head. A disinfectant shall be added to the water to prevent germs and mildew. Do not use soap detergents on this floor material, as it will cause streaks. DO NOT apply wax or sealer to rubber flooring.

Standards: Properly cleaned rubber flooring tile is free of dust, dirt, streaks, and other unsightly conditions and shall display a uniformly clean appearance over all surfaces without discoloration.

4.4.11 Computer Room Anti-Static Flooring (Not applicable to this contract)

4.5 RESTROOMS & SHOWERS

Specifications: Clean and wipe dry all urinals, commodes, wash basins, bright work, toilet seats on both sides, partitions and partition leg supports, plumbing fixtures, dispensers, doors, mirrors, and walls with a solution of water, nonabrasive cleanser and if applicable, stainless-steel cleaner. Floor surfaces are to be swept with a push broom or dust mop for the removal of debris, dirt, and other foreign matter. Use a disinfectant deodorant solution mix to clean and sanitize all previously specified fixtures. Pour a recommended amount of the disinfectant deodorant solution mix into each toilet bowl/urinal and scrub clean with a bowl brush to remove stains and odors. Damp mop floor surfaces with an all-purpose cleaner and a quality grade germicidal solution mixed with hot water. Acid type cleaners shall not be used without following the manufacturer's recommendations and allowing for proper ventilation. Walls in these areas shall be scrubbed with a stiff, handheld brush, hot water, and sodium hypochlorite or equal germicidal disinfectant.

The Contractor shall Supply and fill all dispensers to capacity with towels, toilet paper, tissue seat covers, and soap with appropriate commercial grade products at the beginning of the contract. Dispensers are to be filled as necessary during the week. Receptacle sanitary liners shall be provided by the contractor. One liner will be used per container and not be reused. Provide the proper size sanitary liners to reduce odor and the spread of germs or contamination. No deodorizers may be hung from commodes or urinals. All floor drains shall be flushed with hot water and always maintained free of obstructions and offensive odors.

Standards: Properly cleaned restrooms and showers shall be free of all odors, stains, discolorations, and deposits. High sanitary conditions shall be maintained, and quality grade paper products installed in appropriate dispensers. Replacement liners shall be of sufficient strength, quality, and of the correct size to fit the receptacles in which they are to be inserted.

4.6 SAUNAS AND SPAS (Not applicable to this contract)

Specifications: Spa and sauna tile floor surfaces shall be treated in the manner outlined for ceramic and tile floor surfaces. At no time will build-up of dirt or other foreign matter be allowed to accumulate in corners or around legs of partitions in these areas. An all-purpose cleaner mixed with a germicidal solution in hot water shall be used in accordance with the manufacturer's recommendations on these floor surfaces when damp-mopping. It is required that high sanitary standards be maintained throughout spa and sauna areas.

Wooden benches located in spa areas shall be cleaned using a stiff, handheld brush, hot water and a solution of sodium hypochlorite or equal germicidal agents. All walls are to be cleaned using the above solution mix in accordance with the manufacturer's recommendations.

Standards: Properly cleaned sauna and spa walls, fixtures, and floor surfaces are free of streaks, dirt, offensive odors, and stains, and shall always be maintained in a high sanitary condition.

4.7 GLASS SURFACES: ENTRANCES, SHOWCASES, INTERIOR OFFICES, HALLWAYS, AND MIRRORS

Specifications: Wash clean ALL glass surfaces on both sides with an approved glass cleaner and ammonia water. Wipe dry with clean, lint free cloth or squeegee dry. Clean mirrors with a quality grade glass cleaner with ammonia water and wipe or polish clean with a clean, lint free cloth or squeegee dry.

Standards: Properly cleaned glass surfaces are free of all blemishes, streaks, marks, film and other visible, unsightly appearances.

4.8 "DURA-MIR"/ (OTHER) PLASTIC MIRRORS (Not applicable to this contract)

Specifications: Clean "Dura-Mir"/ (other) plastic mirror surfaces with soft, clean "cheese" or similar cloth and an approved "Dura-Mir"/ (other) plastic mirror cleaner. At no time shall abrasive cleaners be applied to plastic mirror surfaces nor shall "harsh" or rough rags or other wiping materials be used. Recommended brand name products such as "Soft-Plus" or equal quality cleaning agents ONLY shall be used to minimize etching, marring, or scratching the mirror surfaces.

Standards: Properly cleaned plastic mirror surfaces are free of streaks, smudge marks, spots, rings, dull areas, and all other visible and unsightly appearances.

4.9 PEDIMATS/RUBBER MATS/CARPET RUNNERS/METAL ENTRY GRATES

Specifications: Where applicable, mats/grates shall be removed from "cut out" areas and the underneath surfaces thoroughly cleaned. Each section must be re-installed in the same location from which it was removed. Care should be exercised when reseating pedimats to minimize damage to connecting links or edge surfaces. A slight "tap" on one end of the materials using a flat, hard tool may be necessary to properly seat some mats sections.

Rubber mats shall be scrubbed clean with an appropriate cleaner. The carpet surfaces shall be thoroughly vacuumed to remove all foreign particles.

Standards: Properly vacuumed carpet runners, scrubbed rubber mats and mat cut out areas shall be free of dirt, dust, soiled spots, odors, discolorations and other unsightly appearances. All mats shall display a clean look and be re-inserted in the correct slot(s) or cutouts after each cleaning process.

4.10 DUSTING: FURNITURE AND FIXTURE SURFACES

Specifications: Dust with a treated dust cloth all cabinets, chairs, tables, bookcases, closet doors, lockers,

windowsills, ledges, blinds, doorsills, radiators, counter tops, desks, walls, clothes trees, baseboards, wall mounted appurtenances (pictures, frames, etc.) and all other furniture or fixture surfaces. For painted wall surfaces, an untreated dust cloth attached to a long-handled tool shall be used to reach surface areas from baseboard to the ceiling lines or as high as can be reached without the use of a ladder. Abrasive cleaning agents shall not be used on any of the above-mentioned surfaces. Equipment such as radios, electronic equipment and other similar items are not to be disturbed but shall be dusted with a feather duster to prevent dust build up.

Standards: All properly cleaned and dusted surfaces are free of stains, spots, dust, smudge marks, cobwebs, and other unsightly appearances.

4.11 ELEVATOR SURFACES (Not applicable to this contract)

Specifications: Exterior and interior walls, rails, bright trim, floor surfaces ceiling material, and door grooves including threshold grooves shall be always maintained in a clean and odor free condition. Surfaces shall be vacuumed, dusted, or cleaned to remove all dirt and debris.

Standards: All elevator surfaces, including bright work, carpet, hard floors, tiles, doors, and threshold grooves shall be free of all smudges, streaks, dull appearances, butts, dirt, and other unsightly or unsanitary conditions and shall display a clean and sanitary appearance.

4.12 BRASS & STAINLESS STEEL

Specifications: Clean brass and stainless steel with an appropriate cleaner. Then with a clean, lint free cloth, wash dirt residue from fixture. To polish brass requires approved brass cleaner applied to a clean cloth and hand rubbed in a circular motion until luster is reached. Harsh or abrasive cleansers shall not be used.

Standards: Brass, chrome, stainless steel, and other bright fixtures shall be cleaned with an approved cleaner and not display any dirt, smudges, or polish residue.

4.13 METAL/WOOD LAMINATED STORAGE LOCKERS AND CABINETS

Specifications: All metal/ wood laminated storage lockers and cabinets shall be free of stains, smudges, gum, streaks, dirt, and other unsightly or unsanitary appearances and shall display a continuously smooth and clean appearance.

4.14 COMPUTER/ELECTRONICS EQUIPMENT

Computer or electronic equipment shall not be unplugged or switched off. This equipment shall not be wiped with treated dust cloths or rags due to the danger of receiving an electronic shock. Only an anti-static agent and non-treated cloths shall be used to clean electrical equipment when required to provide this service.

4.15 SALT REMOVAL RECOMMENDATION

Recommendation: A recommended method for the removal of salt that is tracked onto carpet, rugs, or hard floor surfaces is as follows:

Mix a solution of Neutralizer/Conditioner with a quality carpet cleaning agent and damp mop the soiled carpeted areas. When removing salt from hard floor surfaces, this solution should be added to the last rinse water and "cross-mopped" onto the floor.

Standards: Properly removed salt particulate from walk off mats, rugs, carpets, or hard floor surfaces shall render all indicated areas free of stains, discolorations, streaks, or other unsightly or unsafe conditions.

4.16 MAINTENANCE OF CUSTODIAL STORAGE AREAS

Specifications: Wash and remove all sand, dirt, and other soil residue from sinks. Faucets, pipes, walls, and floors will be cleaned with hot water, detergent, and an odor counteractive. Damp wipe cleaned surfaces with clean water and wipe dry with clean cloth or mop. No hazardous conditions shall be allowed to develop in storage areas at any time. Trash is not allowed to remain in the storage area: All trash must be removed and disposed of properly. Supplies, materials, and equipment shall be stored in a clean, neat, and orderly manner.

Storage closets shall not be cluttered. All chemical containers shall be covered when not in use. Dirty, offensive smelling wet mops, dust mops, rotting sealer or wax products, cleaning equipment and chemical spillage shall not be in any Municipal custodial storage closet. All wet mop heads, sponges, and other similar items must be washed and rinsed carefully after use and replaced with new or clean dry mop heads, sponges, etc., when rinsing no longer restores them to a reasonable state of cleanliness, or daily, whichever occurs sooner. Use hot soapy water, rinsed

with clean water, the strands separated, and the mop hung on the racks furnished.

Dirty water and cleaning solutions shall be disposed of immediately in slop sinks or floor drains. When disposing of mop bucket water, the contractor is required to strain the dirt and any solids out of the water and dispose of it. No solids are to be put in the drain system. Floor drain covers shall not be removed except for cleaning purposes and shall then be properly replaced. Care will be taken to prevent mop shreds and other such material from getting into drains. Dust mop pads shall be cleaned of all debris at the end of each workday and lightly sprayed with approved mop oil. Dust mops should be stored with the oiled surface facing away from wall surfaces. Sinks, floors, and fixtures of area where water is obtained and disposed of shall be always kept clean and sanitary.

Standards: A properly cleaned storage closet is free of all offensive odors, and shall display an orderly, clean and neat environment at all times. All containers shall be covered or capped, and equipment shall be kept clean internally and externally. Hoses, wands, nozzles, and other associated items shall be properly stored.

4.17 EXTERIOR ENTRANCE/EXIT DOORS

Specifications: The immediate area (twenty-five feet) outside all entrance and exit doors shall be cleaned each night during regular custodial services. Sidewalk areas shall be swept with brooms to remove all dirt, trash, and any other foreign matter. Where applicable, and in conjunction with scheduled deep floor cleanings, grates shall be removed from each "cut out" area and the underneath surfaces thoroughly cleaned.

Standards: Properly cleaned areas outside entrance and exit doors shall be free of all cigarette butts, trash, litter, or any other foreign matter. Grate cut out areas shall be free of dirt, soiled spots, odors, discolorations, and other unsightly appearances.

4.18 GRAFFITI SPOT AND STAIN REMOVAL

Specifications: Graffiti removal consists of spotting, washing, and cleaning various types of walls, floors, carpets, rugs, furniture, and fixture surfaces to remove all stains, smudge marks, prints, gum, and other foreign matter from visible surfaces. Caution shall be exercised when removing graffiti from some surfaces where special materials are used on furniture, walls, or floors. Appropriate cleaning chemicals are to be used in accordance with the manufacturer's recommendations and in a manner that shall preserve and maintain the life expectancy of the surfaces original condition.

4.19 VINYL COVERED WALLS AND FURNITURE SURFACES

Specifications: Ink and pen marks, gum, black shoe sole marks, smudges, or other unsightly residue shall be removed without marring or discoloring surfaces. It is recommended that cleaning solvents such as Acetone or other similar brand name products be used. However, any cleaning solvent should first be tested on an inconspicuous surface area to ascertain that the product will not harm the material or surface to be cleaned. A butyl base wax stripper should be used when attempting to remove black shoe marks. Porous surfaces can be cleaned using a medium hard nylon or plastic brush such as pot or fender type brush.

NOTE: When using any of the products recommended, allow adequate ventilation, and always wear protective rubber gloves.

Standards: Properly cleaned vinyl covered surfaces are free of dirt, stains, smudges, and discoloration and shall display a uniformly clean and bright appearance over all surfaces.

4.20 BLEACHERS, BENCHES, AND SEATS (Not applicable to this contract)

Specifications: Wooden, plastic or aluminum bleachers, benches or seats shall be cleaned for removal of grease, dirt, gum, tar, stains, and other foreign deposits.

Benches and chairs located within shower and spa areas shall be scrubbed with germicidal disinfectant solutions and then rinsed with clean water and wiped dry.

Bleacher seats shall be swept, then damped mopped and all foreign substances shall be removed.

Standards: Properly cleaned bleachers, benches, and chairs are free of dirt, stains, smudges, and discoloration and shall display a uniformly clean and bright appearance over all surfaces.

4.21 ARTS AND CRAFTS ROOM (Not applicable to this contract)

Specifications: Ensure the Arts and Crafts Room floors are swept and mopped, trash is removed, the sink is clean,

soap dispenser(s) are full, and the paper towel dispenser(s) are full. The Contractor shall not be responsible for cleaning tables, chairs, or dishes.

4.22 KITCHEN/BREAKROOM

Specifications: Ensure the Kitchen/Breakroom floors are swept and mopped, trash is removed, paper towel dispenser(s) are full, and soap dispenser(s) are full. The Contractor is not responsible for cleaning any tables, cooking surfaces, ovens, stoves, utensils, sinks, or dishes.

4.23 LOCKERS

Specifications: Wipe down the exterior surface of all lockers. The Contractor is not responsible for cleaning the inside of the lockers.

4.24 WEIGHT ROOM (Not applicable to this contract)

Specifications: Ensure the weight room floors are swept and mopped, trash is removed, and paper towel dispensers are full. The Contractor is not responsible for cleaning any of the weight room equipment.

SECTION 5 - CLEANING AND POLISH SERVICES

5.1 DOOR & FRAMES INCLUDING INTERIOR AND EXTERIOR DOORS AND DOOR JAMB SURFACES

Specifications: Polish, wash, or clean all doors including stainless steel foot kick plates, hand push plates or bright trim. These fixtures or surfaces shall be cleaned and polished with a lint free, clean cloth and a nonabrasive cleaner such as a quality stainless steel polish or cleaner. All "bright work" fixtures shall be wiped, polished, and cleaned in the direction of the fixture's grain. These cleaning requirements also apply to all door and elevator threshold plates, including wood, vinyl, linoleum, and metal surfaces.

Standards: Properly cleaned doors, frames, jambs, thresholds, and fixtures, are free of smudge marks, dull appearances, stains, spots, streaks, and other unsightly conditions and shall display a smooth and bright luster over all surfaces. All threshold grooves shall display a clean, bright, and dirt-free appearance.

5.2 FURNITURE TO INCLUDE DESKS, CHAIRS, AND COUNTERTOPS

Specifications: All desk surfaces (if cleared of papers), conference tables, desks, chairs, and all other furniture and other wood, formica, and metal furniture or counter surfaces shall be wiped and polished with an approved wood/formica/metal furniture polish. The polish shall be applied to all visible sides with a clean, lint free cloth and shall be rubbed in the direction of the surface grains. Desktop items such as telephones, desk calendars, file baskets, and name plates shall be moved, and desk surfaces cleaned. All items shall be returned to their approximate location after performing this service. Cloth furniture is to be vacuumed to remove any foreign matter and shampooed to remove spots and discoloration as needed.

Standards: Properly dusted, cleaned, and polished furniture surfaces are free of stains, dust, spots, dirt, streaks and other unsightly appearances. The surfaces shall display a clean, non-blemished, and uniformly glossy finish over all surfaces. Desktop items shall be returned to their proper places.

5.3 MISCELLANEOUS SURFACES- WALLS, BLINDS, SILLS, LEDGES, VENTS, TRASH/WASTE RECEPTACLES, ETC.

Walls, horizontal or vertical blinds, including windowsills, ledges, door frames, and door jambs, fixtures and furniture surfaces, trash and waste receptacles (both sides) door louvers, ceiling, wall and floor mounted grills or vents, ceramic or formica, and floor, wall or wood trim surfaces, chalk/white boards shall be cleaned, dusted or polished as applicable.

Specifications: Dust blinds with appropriate dust head attached to extension tool. Wash all other fixtures or surfaces with clean cloth or sponge to remove odors, stains, dirt, grime, smudge marks, and other foreign residue. Use all-purpose cleaner solution with warm water when performing these cleaning services. Wipe all fixtures or surfaces dry with clean, dry cloth. Use approved quality grade oil and clean, lint free, to oil all wood surfaces (vertical or horizontal) located adjacent to and around doors and windows. Wash all trash and waste receptacles inside and outside with a solution of warm water and disinfectant detergent for the removal of stains, odors, and other

unsanitary conditions. Wipe dry and return to proper location.

Standards: Properly cleaned walls, blinds, doors, ledges, waste receptacles, fixtures, and furniture surfaces, grills and vents are free of stains, film, dust spots, dirt, streaks, and other unsightly conditions and shall display a uniformly bright and clean appearance on all surfaces including all wood trim finishes. Properly washed and sanitized waste and trash receptacles are to be free of offensive odors, stains, and other unsanitary conditions and shall be returned to original locations.

SECTION 6 - FLOOR DEEP CLEANING

6.1 CARPET SHAMPOOING

Specifications: Carpet shampooing shall be provided to all carpeted surfaces throughout the facility. All carpets shall be shampooed using the **warm water extraction method** and when applicable the scrubbing method. The carpet is to be **allowed to thoroughly dry before completely vacuuming** all surfaces. No method is to be used in cleaning or drying the carpet, which may result in shrinkage. All carpeted surfaces shall be free of dirt, nap, and all other residue upon completion of work. The contractor shall exercise care when performing this service to not damage door jambs, base cove, furniture legs, walls, fixtures or other adjacent surfaces. File cabinets, display cases and other floor mounted objects shall not be moved when providing this service.

Standards: Properly cleaned carpet surfaces are free of soiled spots, stains, wet areas, rust, offensive odors, matted surfaces, shrinkage, color runs, or discoloration and all other foreign matter. All carpet surfaces shall display thorough cleanliness and uniform brightness over the entire surface.

Deep floor cleaning shall be done in accordance with the schedule set forth in section 3.1. The contractor shall be responsible for repair work or replacement costs due to damages associated with this service.

6.2 SCRUBBING STRIPPING & WAXING RESILIENT OR HARD FLOOR SURFACES (EXCLUDES WOOD FLOORS)

Specifications: Thoroughly machine vacuum or sweep with a clean, treated dust tool, all hard floor surfaces for the removal of dirt, grit, sand, dust, and other soil particles. Next, machine scrub with an appropriate floor brush and solution of hot water mixed with a quality grade stripping agent. **DO NOT** allow the soaked surfaces to dry before removing the soiled residue from cleaned floor surfaces. Vinyl, linoleum, or tiled floor surfaces shall be machine scrubbed, thoroughly rinsed and all residue completely removed from the floor surface. After machine scrubbing an entire hard floor surface, thoroughly rinse the floor surface with a clean, wet mop and cool, clear water. Re-rinse the floor surfaces again to ensure complete removal of all cleaning residue. Allow floor surfaces to dry completely.

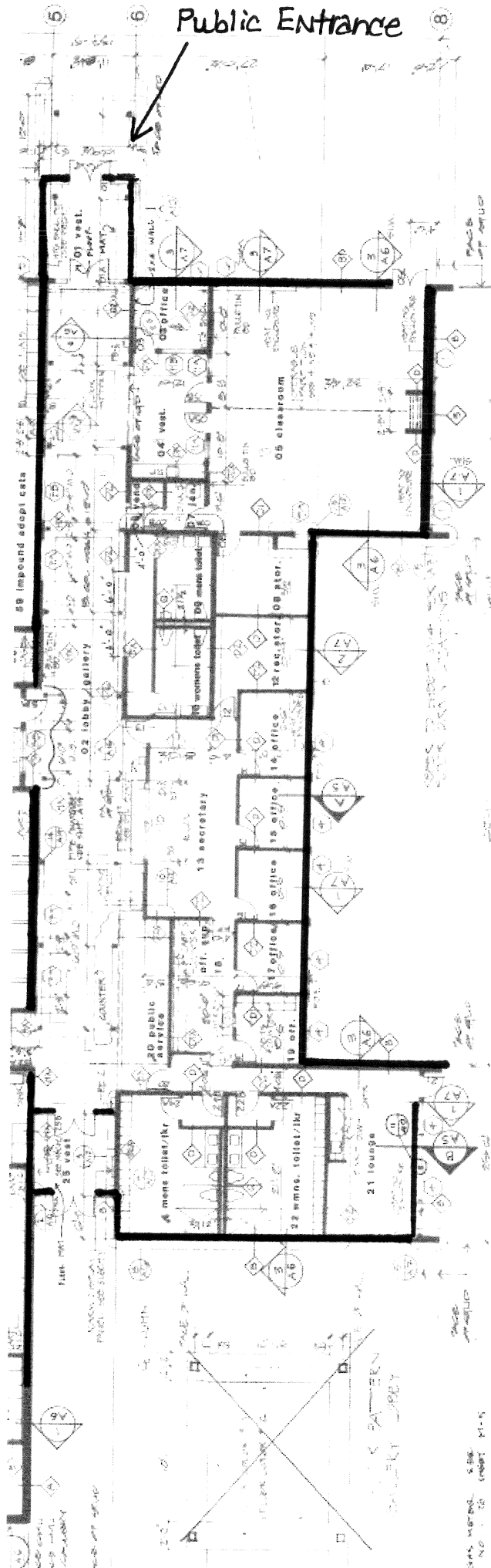
The hard floor surface shall then be sealed with a good sealing agent, spread in a continuous and smooth coated manner, allowed to thoroughly dry, and re-waxed using a quality grade, commercial no slip wax. At no time shall wax be applied to cove base, walls or doors or other non-floor surfaces. The waxed area shall then be buffed to produce a glossy uniform appearance.

Standards: Properly cleaned and sealed or waxed hard floor surfaces are free of streaks, soiled or missed spots, trapped dirt or residue, strings, rust, stains, heal marks, and other unsightly conditions and shall display a continuously glossy and uniformly clean appearance.

Note: Ceramic, tile and quarry tile surfaces shall not be sealed or waxed. Grout shall be cleaned when performing scrubbing services on these types of floor surfaces. Rubberized flooring shall not be sealed or waxed.

Floor deep cleanings shall be done in accordance with the schedule set forth in section 3.1. The contractor shall be responsible for repair work or replacement costs due to damages associated with this service.

ANIMAL CONTROL Shelter
4711 Elmore Road



CONTRACT SERVICE/SUPPLY

NAME AND ADDRESS OF CONTRACTOR

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

**MUNICIPALITY OF ANCHORAGE
ANCHORAGE, AK 99510**

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

1. **Scope of the Contract**

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

2. **Total Contract Value**

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

3. **Period of Performance**

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

4. **Contract Documents**

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

B. Other _____

5. **Independent Contractor**

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

6. Compliance with Laws

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

7. Equal Employment Opportunity Contract Compliance

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

8. Assignments

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

9. Ownership, Publications, Reproduction and Use of Material

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

10. Nonwaiver

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

11. Jurisdiction and Choice of Law

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

12. Integration

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

13. Termination of the Contractor's Services

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

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

14. Duties Upon Termination

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

15. Stop Work Order

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

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

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

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

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

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

16. **Indemnity**

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

17. **Contract Interpretation**

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

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

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

MUNICIPALITY OF ANCHORAGE

VENDOR NAME

Signature

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date

SAMPLE

Municipality of Anchorage Contractor Questionnaire

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

Contractor/Vendor Name: _____

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

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

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

Yes No

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

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

Yes No

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

Certifications & Disclosures

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

Debarment

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

Yes No

Occupational Safety & Health

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

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

Municipality of Anchorage Contractor Questionnaire

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

Yes No

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

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

Yes No

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

Wage & Hour

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

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

Yes No

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

Yes No

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

Unemployment Insurance & Workers' Compensation

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

Yes No

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

Licensing & Registration

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

