

MUNICIPALITY OF ANCHORAGE**PURCHASING DEPARTMENT****PHONE (907) 343-4590 - FAX (907) 343-4595**Mailing Address
P.O. Box 196650
Anchorage, AK 99519-6650Physical Address
632 W. 6th Avenue, Suite 520
Anchorage, AK 99501**REQUEST FOR QUOTATION NO. 2022Q041**RFQ No. **2022Q041** – Provide Custodial Services for Port of Alaska Administration Building and Maintenance Building to the Municipality of Anchorage, Port of Alaska.

Date of Request	Reply Must Be Received Prior To	Buyer	Buyer Phone Number
10/3/2022	12:00 P.M. Local Time, October 20, 2022	Jared Brunelle	907-343-6498
THIS IS NOT AN ORDER			
PLEASE QUOTE AT ONCE ON THE FOLLOWING AND SPECIFY YOUR DELIVERY DATE			

Cover Sheet	Page	1
Quote Proposal	Page	2
General Provision	Page	3
Insurance	Pages	4 - 6
Specifications	Consisting of 10 Pages	
Sample Contract	Consisting of 5 Pages	

MANDATORY SITE VISIT: October 12, 2022 at 1:30 PM

Port of Alaska
2000 Anchorage Port Road
Anchorage, Alaska 99501
Check-in at Security Building

MANDATORY PRE-BID MEETING: October 12, 2022 at 3:00 PM

Purchasing Department Conference Room
632 W. 6th Ave Suite 525 (floor 5)
Anchorage, Alaska 99501
Call In Number: (907) 343-0689

NOTE: ONLY BIDS RECEIVED FROM PROSPERS WHO ATTEND BOTH THE MANDATORY SITE VISIT AND PRE-BID CONFERENCE SHALL BE ELIGIBLE FOR AWARD.

Quote must be submitted on Quote Proposal Page 2 along with all required information per attached Specifications.

This Request for Quotation is available electronically (.pdf) at the Municipality of Anchorage, Purchasing Office's website; <http://www.muni.org/Departments/purchasing/Pages/bidding.aspx>. Should you choose to obtain a copy of this from our website; it is your responsibility to periodically check the website for any addenda.

Questions regarding this solicitation **MUST** be submitted in writing by e-mail: wwpur@muni.org no later than **12:00 P.M. Alaska Time on October 13, 2022**. Attention to the Buyer listed above and identified by the RFQ Number, Title and return email address.

Quotations will be submitted to the Purchasing Department via one of the following methods. Due to COVID-19 the preferred method is email.

1. Email: wwpur@muni.org ("**Subject**" line must include Buyer name and RFQ number)
2. Mail: P.O. Box 196650, Anchorage, AK 99519-6650
Hand delivery: 632 W. 6th Avenue, Suite 520, Anchorage, AK 99501

Municipality of Anchorage
Purchasing Department
632 W. 6th Avenue, Suite 520
Anchorage, AK 99501

Municipality of Anchorage
Purchasing Department
P.O. Box 196650
Anchorage, AK 99519-6650

MUNICIPALITY OF ANCHORAGE

Phone: 907-343-4590 Fax: 907-343-4595
Office Hours: 8:00 - 12:00, 1:00-5:00 M-F
Excluding Municipal Holidays


Jared Brunelle
Junior Buyer

QUOTE PROPOSAL

Item	Description	Qty.	Unit	Unit Price	Total Price
1	Custodial Services for the Port of Alaska Administration Building and Maintenance Building per attached Specifications	12	Month	\$ _____	\$ _____

Addendum Acknowledgement	Prompt Payment Discount - Payment Terms Offered
Number(s) _____ is/are hereby acknowledged	_____% _____ Days OR Net 30 (default) 1% minimum and 15 days are the minimum amounts allowed (As referenced on page 3 under General Provisions)

The bidder will accept CREDIT CARDS for purchases against this RFQ

- Yes
 No

By submitting a quote, the quoter acknowledges that he/she have received all documents listed on the cover page. Carefully reviewed and possesses knowledge of all documents listed

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.

GENERAL PROVISIONS

REQUIRED DOCUMENTS: Only the following listed items marked with an “☑” are required to be submitted with your Quote.”

- ☑ Quote MUST be submitted on the Quote Proposal Page 2 of this RFQ
- ☑ Quoted prices may not be withdrawn or changed for a period of thirty (30) days
- ☑ Copy of most recent Business License

EVALUATION: 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 December 1, 2022 to November 30, 2023, unless terminated sooner, with an option to renew for two (2) additional one (1) year periods at the same unit prices, upon mutual consent of both parties and lawful appropriation of funds.

ANTI-DISCRIMINATION CLAUSE: 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

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 Municipality of Anchorage harmless from any and all liability or penalty which may be imposed or asserted by reason of the Contractor's failure or alleged failure to observe and abide thereby.

(Remainder of Page Initially left Blank)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	<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 :	
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 :																					
INSURED																					

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: 5%;">WC STATUTORY LIMITS</td> <td style="width: 5%;">OTHER</td> <td style="width: 90%;"></td> </tr> <tr> <td colspan="2"></td> <td>E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2"></td> <td>E.L. DISEASE - EA \$</td> </tr> <tr> <td colspan="2"></td> <td>E.L. DISEASE - POLICY LIMIT \$</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 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Authorized Representative
---------------------------	--

CUSTODIAL SPECIFICATIONS AND STANDARDS

PORT OF ALASKA

**PORT ADMINISTRATION AND PORT MAINTENANCE BUILDING
2000 ANCHORAGE PORT ROAD/2040 TIDEWATER ROAD**

INTRODUCTION

The Municipality of Anchorage requires Custodial Services in support of the day-to-day operation of Municipal owned or leased buildings. These specifications and standards identify work requirements, quality levels, frequencies and performance measures required to maintain the Port Administration Building, in a safe, clean, and attractive environment. The Port Administration Building has about 9,725 square feet. The Port Maintenance Building has about 1,100 square feet

These cleaning specifications and production standards shall be utilized by the Contract Administrator, Quality Control Inspector (QCI) and the Contractor to ensure proper interpretation of all specified cleaning requirements and methods to be provided at the Port Building during the life of this contract. Cleaning services shall be performed at the Port Administration and Port maintenance Building five (5) nights per week, Monday thru Friday, between the hours of 6:30 P.M. and 6:00 A.M.

A. SITE VISITATION: 1:30 PM Local Time, on October 12, 2022

Prospective Bidders are specifically encouraged to visit the building before submitting his/her bid proposal to acquaint oneself of the physical layout, types of fixtures, surfaces and any other conditions of the building that currently exist to aid the Contractor in the preparation of the bid proposal. NOTE: WORK REFERENCES MAY BE REQUIRED OF PROSPECTIVE BIDDERS BY THE CONTRACT ADMINISTRATOR.

B. NOTICE TO PROCEED:

The Custodial Contract Administrator or an authorized representative from his/her office shall notify successful bidders via previously arranged channels of communication, at least one (1) week prior to the actual start date of a specific date and time in which the Contractor or an authorized representative of the company shall be requested to appear at the office of the Contract Administrator for the express purpose of signing Notice to Proceed documents. No contractor shall be permitted to start work until satisfying this requirement.

C. MUNICIPAL BUILDING KEYS:

Successful bidders shall be required to appear at the office of the Contract Administrator between the hours of nine (9) a.m. and one (1) p.m. of the day that work is to commence to receive and sign for any Municipal building keys necessary to enter facilities the Contractor may have been awarded. The Contractor shall be responsible for safekeeping of any keys signed for during the life of the Contract and shall be liable for any costs associated with replacement of keys due to negligence. The Contract Administrator shall immediately be notified when keys are lost or nonfunctional.

D. SECURITY REQUIREMENTS:

Several types of security systems are utilized at various Municipal buildings. Successful Contractors are required to acquaint themselves and employees with the specific security measures that are in effect at each building. All persons entering any Municipal building(s) after normal closing hours shall have proper identification, i.e., valid drivers license, social security card or company I.D. These are mandatory security requirements and must be adhered to. **CHILDREN ARE NOT TO ACCOMPANY ANY CONTRACT EMPLOYEES INTO MUNICIPAL BUILDINGS. THESE REQUIREMENTS SHALL BE STRICTLY ADHERED TO.**

E. SUPERVISION AND INSPECTION:

The Contractor shall arrange for and obtain qualified supervision of the contract work to assure that all work is performed as required and in a manner which meets or exceeds the established standards for all building areas and work units as specified in the attached Specifications and Standards. The Contractor shall arrange and conduct a weekly inspection of all work performed by all contract employees jointly with the Contract Administrator or a representative (QCI) from his/her office, at each respective facility to assure that performance does not drop below minimum acceptable standards.

F. PERFORMANCE INSPECTION:

The Custodial Contractor shall be required to correct verified cleaning discrepancies within two (2) hours upon receiving verbal notification and within twelve (12) hours upon receiving written notification from the office of the Contract Administrator. Should the Contractor fail to respond within the specified allowable times(s) or permit excessive recurrences of cleaning discrepancies to be observed and documented, the penalty clause shall immediately be invoked against said Contractor as outlined in Section IV, Paragraph 4.01.

G. ELIGIBILITY REQUIRMENTS:

The Contractor shall be required to meet the following qualification to perform contract-cleaning services for the Municipality of Anchorage:

1. Possess a valid Alaska business license.
2. If requested, present the names, addresses and phone numbers of work references for whom the contractor, within the last twelve months, worked at least three consecutive months. These work references should have knowledge of the contractor's work skills, abilities, and performance.
3. Proof of having performed custodial services for an area of equal complexity to the project being bid may be requested.
4. Whenever custodial workers are on a site there shall be among their number at least one custodial worker who possess both an 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 the site.

H. QUALIFICATION OF CUSTODIAL WORKERS:

All custodial workers shall be capable and experienced in the custodial work field. The Municipal Contract Administrator may require removal from work site, those custodial workers who are deemed objectionable and whose continued employment on Municipal premises is deemed contrary to the public interest or inconsistent with the best interests of the Municipality of Anchorage. The contractor shall be required to furnish to the Contract Administrator a complete list of all their workers at these buildings. The list shall show their full name, social security number, address, telephone number(s) and which municipal building keys are in their possession, if applicable. This list shall be kept current, and a copy provided to the Contract Administrator for the life of the contract.

SCOPE OF WORK:

H. DAILY REQUIREMENTS:

- 1.01 WASTE & TRASH RECEPTACLES:
Areas: All

Specifications: Empty all contents from trash and waste receptacles into trash cart or plastic bags and clean receptacles as necessary. Refurnish all receptacles with clean, properly fitting liners when they are stained, torn or soiled.

NOTE: Stainless steel fixtures shall be polished with an appropriate cleanser and in the direction of the fixture grains without leaving streaks, smudges, or prints.

Standards: Properly cleaned waste and trash receptacles are free of all waste residues, soiled liners, odors, stains, and other debris. Stainless steel fixtures shall be cleaned, polished, free of smudges, prints and streaks and display a continuously bright and uniformly smooth appearance over all surfaces.

1.02 DUSTING: FURNITURE AND FIXTURE SURFACES:

Areas: All

Specifications: Dust with a treated dust cloth all cabinets, chairs, tables, bookcases, closet doors, lockers, window sills, ledges, door sills, radiators, counter tops, desks, walls, coat trees, baseboards, wall-mounted appurtenances (pictures, frames, etc.) and all other furniture or fixture surfaces not otherwise mentioned except painted wall surfaces where a non-treated dust cloth attached to a long-handled tool shall be used to reach surface areas from baseboard to the ceiling lines. 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, lint, smudge marks, cobwebs, and other unsightly appearances.

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 without causing any damage or other unsightly conditions to be visible.

1.03 GLASS SURFACES: ENTRANCES, INTERIOR OFFICES & HALLWAYS:

Areas: All

Specifications: Wash, clean all doors, partitions and office surfaces and interior windows in all three buildings. On the first and third levels of the Administration Building both interior and exterior glass doors and glass panels must be cleaned. Both windows and office glass surfaces must be cleaned on both sides with an approved glass cleaner and ammonia water. Wipe surfaces dry with clean, lint free cloth or squeegee dry. Interior windows must be cleaned. Exterior windows without access are not cleaned.

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

1.04 TELEPHONIC CLEANING AND SANITIZING:

Specifications: All telephone equipment including booths, ear and mouth pieces shall be dusted, washed, and disinfected with a clean, lint free cloth and a solution of water mixed with a germicidal-disinfectant agent. The purpose of this required service is for a minimum of dirt and dust build up and the retardation of the transmittal of germs or fungi.

These requirements shall apply to hand, ear, mouthpieces, phone speaker boxes including the actual phone units and cords.

Standards: All telephones and associated units, pieces, items, and auxiliary equipment shall be maintained in a clean and sanitary condition without streaks, smudge marks, dirt build up, offensive odors, body oils and other foreign matter that present potential health hazards to Municipal employees or the public.

1.05 STAIRS AND LANDINGS:

Specifications: Vacuum with industrial type canister or Bac-Pac cleaner or sweep with push broom or hand-held counter brush (foxtail) all stairs, steps, 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 strings, dirt, dust, odors, loose carpet nap and shall display an attractive, clean and an odor free appearance without lint, dirt or dust build up.

1.06 NORAMENT FLOORING SURFACE (SHEET RUBBER FLOORING):

Areas: All sheet rubber flooring

Specifications: Totally sweep or vacuum area as to remove all dirt, debris, and dust. After performing the sweeping services, damp-mop the floor surface with TASKI "PROFI" and clean mop head. After performing the damp-mop cleaning with TASKI 'PROFI', dry buff with single disc buffer and buffing pad. DO NOT use soap or detergent on this floor material, as it will cause streaks to appear.

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

NOTE: The manufacturer recommends the use of Sutter's TASKI products for the maintenance of all NORA flooring. NORA flooring has been working internationally for over 15 years with the Sutter Company. The Municipality of Anchorage will accept TASKI or an approved product.

1.07 FLOOR SURFACES, CARPETED:

Areas: Carpeted surfaces

Specifications: Vacuum all carpet surfaces with an Industrial type, commercial vacuum. Vacuum all cloth sofas, chairs and chairs with cloth arms, backs, and cloth bottoms with an industrial-type Bac-Pac or other approved vacuum having the necessary tools to enable this service to be performed for thorough removal of dirt, dust, lint, and other foreign particles. When soiled areas on furniture or carpet surfaces appear; use the appropriate spot/stain removal material found in "Spot Removal" kits in accordance with manufacturer's recommendations. All loose carpet or furniture strands are to be trimmed short to the normal surfaces(s) to prevent "runs". Scissors, nail clippers or a small, sharp blade 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 of Anchorage.

Standards: Properly vacuumed and "spot cleaned" rugs, cloth furniture 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.

1.08 RESTROOMS & CLEANING SERVICES:

Areas: Where located in buildings

Specifications: Clean and wipe dry all urinals, commodes, was basins, bright work, toilet seats on both sides, partitions and partition leg supports, plumbing fixtures, all dispensers, doors, mirrors, and walls with a solution of water, non-abrasive cleanser, and 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 from floor surfaces. Use a disinfectant deodorant solution mix to clean and sanitize all previously specified fixtures. Pour a recommended amount of the solution mix into each toilet bowl and urinal and scrub clean with a bowl brush to remove stains and other unsightly conditions 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.

Clean mirrors with a quality grade glass cleaner with ammonia water and wipe or polish cleans with a clean, lint free cloth or squeegee dry without a visible residue. Re-supply or fill all soap, towel, toilet paper, toilet seat and sanitary napkin dispensers with appropriate commercial grade products and ensure all products are of correct size to fill dispensers and all units operate properly. Receptacle liners shall be changed as necessary and proper sized liners refurnished to reduce odors and germ build up. 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 including all fixtures and surfaces shall be free of all odors, stains, discolorations, and deposits. High sanitary health conditions shall be always 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 and no offensive odors shall be detected from restrooms floor drains.

1.09 QUARRY TILE SURFACES (GLAZED AND ON GLAZED):

Areas: Restrooms

Specifications: Restrooms and other areas with 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. After vacuuming with an industrial type of vacuum or sweeping, 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 and damage the grouting. All products are to be used in accordance with manufacturers' recommendations. NOTE: Glazed Quarry Tile should not be waxed because it is non-porous. The grouting should be sealed, however.

1.10 SALT REMOVAL RECOMMENDATION:

Areas: Entrance Ways

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 soled 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 or appearances.

1.11 MAINTENANCE OF JANITOR STORAGE AREAS:

Areas: Where located

Specifications: Wash and remove all sand, dirt and other soil residue from water sinks, clean faucets, pipes, and walls in the immediate area with hot water, detergent, and odor counteractant. Damp wipe cleaned surfaces with clean water and wipe dry with clean cloth. No hazardous conditions shall be allowed to develop in storage areas at any time. Supplies, materials, and equipment shall be stored in a clean, neat, and orderly manner always.

No storage closet shall be allowed to become 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 janitorial storage closet. Wet mop heads are to be thoroughly washed with hot, soapy water; rinsed with clean water, the strands separated, and the mop hung on racks furnished.

Dust mop heads shall be cleaned of all debris at the end of each workday and lightly sprayed with an approved mop oil stored with the oiled surface facing away from wall surfaces.

Standards: The janitor closet is required to be clean, organized and the neatest area in the building. A properly cleaned storage closet is free of all offensive odors and all other unpleasant or sloppy conditions and shall display an orderly, clean, and neat environment always. All containers shall be covered or capped, and equipment shall be kept clean internally and externally. Hoses, wands, nozzles, and other associated items or pieces of materials or equipment shall be properly stored.

II. WEEKLY CLEANING SERVICES:

The following services to be performed on the last workday of each week in accordance with the frequency requirements for each building.

2.01 CLEAN AND POLISH SERVICES:

Areas: All applicable surfaces, door frames, including interior and exterior door and door jamb surfaces and furniture trim.

Specifications: Polish, wash or clean all doors to entrance ways, offices, corridors, restrooms, locker areas, storage closets, and all other areas having doors or surfaces with stainless steel foot kick plates, hand push plates or bright trim appearances. These fixtures or surfaces shall be cleaned and polished with lint free, clean cloth and a non-abrasive 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 grain's fixtures or surface. These cleaning requirements also apply for all door and elevator threshold plates, including wood surfaces in all areas with wood or metal (non-bright) surfaces.

Standards: Properly wiped, cleaned, and polished stainless steel apertures 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 over all surfaces without dull or visible abrasive conditions or appearances.

2.01.2 DESKS, CHAIRS AND OTHER FURNITURE:

Areas: Throughout buildings

Specifications: All desk surfaces (if cleared of papers), conference tables, benches and other wood or Formica furniture surfaces shall be wiped and polished with an approved wood or Formica 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 when performing this service. Desktop items such as telephones, desk calendars, file baskets, and nameplates shall be returned to their approximate location after performing this service.

Standards: Properly dusted, cleaned, and polished wood 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.

2.01.3 BLINDS, SILLS, LEDGES, VENTS, TRASH/WASTE RECEPTACLES:

Areas: Throughout buildings

Venetian or Leveler blinds, windowsills, ledges, door frames, walls and door jambs, fixtures and furniture surfaces, trash and waste receptacles, door louvers (both sides), wall and floor mounted grills or vents, ceramic or Formica and display fixtures glass surfaces.

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.

Standards: Properly cleaned blinds, walls, 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 including all glass surfaces.

III. MONTHLY SERVICES:

3.01 CARPET SHAMPOOING:

Areas: All carpeted surfaces

Specifications: Carpet shampooing services shall be provided to all carpeted surfaces throughout the Port Administration Building the last weekend of every month. All carpet shall be shampooed using the warm water extraction 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 lint, 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 another adjacent surface. File cabinets, display cases and other floor-mounted objects shall not be moved when providing this service. The Contract Administrator is to be notified PRIOR to the Contractor performing this work for coordination to be established with the building occupants.

Furniture or fixture surfaces shall not be damaged when performing carpet-cleaning work. However, the Contractor shall be responsible for repair work or replacement costs due to associated damages.

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 cleaned carpet surfaces shall display thorough cleanliness and uniform brightness over the entire surface.

3.02 RESILIENT OR HARD FLOOR SURFACES (EXCLUDE WOOD FLOORS):

Areas: Where located

Specifications: Thoroughly machine vacuum or sweep with clean treated mop dust tool all hard floor surfaces for the removal of dirt, grit, sand, dust, and other soil particles from the floor surfaces prior to machine scrubbing with appropriate floor brush and solution of hot water mixed with a quality grad 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.

c

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 residues. Allow floor surfaces to dry completely before applying a quality grade commercial floor sealer. Use a clean wet mop or wax applicator like lambs' wool when performing this service.

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 non-slip wax. At no time shall wax be applied to cove base, walls or doors or other non-floor surfaces.

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

IV. SPECIAL REQUIREMENTS:

4.01 PENALTY CLAUSE:

Failure by a Custodial Contractor to respond to the Contract Administrator upon being notified via established communications channels, to correct a cleaning discrepancy, shall be cause for reduction in pay to be implemented against said Contractor in accordance with the following procedure.

4.02 REDUCTION-IN-PAY PROCEDURE:

The Reduction-in-Pay Procedure shall be as follows:

When the Contractor fails to respond to the Contract Administrator or an authorized Representative's verbal request(s) to correct discrepancies within two (2) hours or within twelve (12) hours upon written request, an "outside" Contractor may be requested and dispatched to the facility to provide the required cleaning services or corrective work in accordance with instructions furnished by the Contract Administrator or other authorized representatives. The Custodial Contractor who failed to respond shall incur the total cost per the "outside" Contractor's invoice.

4.04 INVOICE/BILLING METHOD:

The Contractor shall submit a monthly invoice to the Contract Administrator no later than five (5) days after the month for which payment is due. Provided all services have been satisfactorily completed as required by the Contract Specifications and no deductions of payment are necessary, the Contractor shall receive the agreed upon monthly payment. The Contractor shall furnish the following information on all invoices when submitted for payment(s).

- A. State the month for which payment is being requested.
- B. Name and address of the building where the services were provided.

- C. Show Purchase Order (P.O.) number and monthly charges.
- D. List all custodial workers who have performed cleaning services for the month payment is requested for.

4.05 CONTRACT ADMINISTRATION:

- A. The Contract Administrator shall be a management representative of the Port of Alaska and shall insure that all services are provided in a timely and professional manner as required in the contract specifications. The Contract Administrator shall notify the Contractor of all discrepancies and request the Contractor to respond in the specified time to correct the discrepancies. The Contract Administrator shall first ascertain the validity of complaints prior to requesting the Contractor to respond to a discrepancy notification.
- B. The Contract Administrator for this contract is the Port Office Manager, whose office is located at 2000 Anchorage Port Road, telephone number 343-6200. The Contractor shall furnish to the Contract Administrator a valid phone, beeper or recording device number and the names(s) of the authorized company representative to maintain continuous contact between the Contractor and the Contract Administrator during the life of this contract. This information shall be always kept current to the Contract Administrator.

4.06 SUPPLIES AND MATERIALS:

Detergent and all other cleaning agents shall be of a nature known to not be injurious to people, paint, and carpet or any other surfaces. All floor wax shall be of a water emulsion or resinous finish, non-slip material and shall be used as recommended by the manufacturer. The cleaning materials shall have a pH factor of not less than six (6) and not more than eight (8).

The following supplies shall be furnished and installed daily, as necessary, or as required, by the Contractor:

- Waste basket liners
- Liners in all other waste receptacles
- Paper (hand) towels (stack only)
- Liquid soap only
- Toilet seat covers
- Deodorizers in all restrooms, "wall mounted" only
- Toilet paper (2-ply only)

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.

4.07 COMPUTERS/ELECTRONIC EQUIPMENT:

At no time shall Computer or Electronic Equipment cords be unplugged or switched off. This equipment shall not be wiped with treated dust cloths or rags as the person may experience electrical shock. Only an anti-static agent and non-treated cloths shall be used to clean electrical equipment when required to provide this service.

4.08 SAFETY MEASURES:

Custodial personnel are advised to not enter a building upon arriving and discovering the entrance doors to be open or unlocked. The Custodial personnel should check with security personnel prior to entering. Should the custodial personnel feel the area is unsafe for any reason, they should contact the security personnel and the police should be called immediately to investigate for unsafe or dangerous elements or conditions that may exist at the building and pose life threatening situations for contract employees.

4.09 UNAUTHORIZED ENTRY:

NOTE: Visitors and young children shall not accompany contract employees into this facility at any time. The Contractor and contract employees shall insure that all lights are turned off in all unoccupied areas when cleaning services are not required or have been finalized.

4.10 EXCLUDED AREAS:

For safety purposes, the Contract Custodian shall not enter the warehouse area of the Administration Building on Level 1, which includes the following rooms:

1. Mechanical/Equipment Rooms
2. Electrical Room
3. Elevator Mechanical Room

4.11 HOLIDAY SCHEDULE:

New Year's Day, Martin Luther King, Jr. Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

4.12 BIDDERS:

Bidders **must visit** the facility and ascertain for themselves the number of man-hours needed to properly provide custodial services in accordance with the bid specifications.

SITE VISIT: 3:00 PM, Local Time,

Each bidder shall have a valid, Alaska business license upon which the following information must appear:

1. If the bidder is a corporation, the name of the corporation.
2. If the bidder is a sole proprietorship, the name of the owner and if relevant, the name under which she/he conducts business (e.g., John Smith d/b/a Acme Cleaning).
3. If the bidder is a partnership, the names of all the general partners; or
4. If the bidder is a joint venture, the names of all the general partners in the joint venture itself as well as the names of any individuals that are general partners in one of the joint venture partners. (E.g., The bidder is a joint venture between Clean Hands Enterprises and Clean Queens. The business license would have to list: (1) Clean Hands Enterprises, Clean Queens and the individual owners or partners of each of them to be responsive).
5. All bidders must have the appropriate Standard Industrial Code (SPIC) (which is 7349).

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