

INVITATION TO BID NO. 2024B042

Issue Date	Time and Date of Opening	Buyer	Buyer Phone Number
5/22/2024	9:00A.M. Alaska Time, June 13, 2024	Nikki Martindale	907-343-4590

ITB No. **2024B042** – Provide **Junk Cleanup Services** to the Municipality of Anchorage (MOA), Development Services Department.

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******Mandatory Site Visit******

Friday, May 31, 2024, 1:30 P.M. Alaska Time
24528 Chugiak Drive
Chugiak, AK 99567
Contact: David Spiess, 907-343-7944

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, June 13, 2024**. It is respectfully requested bidders participating via teleconference to please use a land line. **FOR AUXILIARY AIDS, SERVICES, OR SPECIAL MODIFICATIONS TO PARTICIPATE PLEASE CONTACT THE PURCHASING DEPARTMENT AT 907-343-4590 TO REQUEST REASONABLE ACCOMMODATIONS, OR VIA EMAIL AT WWPUR@MUNI.ORG.**

Questions regarding this ITB **will** be submitted in writing via email to wwpur@muni.org. Written questions **will** be received no later than **12:00 P.M. Alaska Time, June 4, 2024**. 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

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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: 24528 Chugiak Drive, Chugiak, Alaska 99567.**
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:

9:00 A.M. Alaska Time,

June 13, 2024

15. If more than one bid is offered by any one party for the same product, by or in the name of his clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the work.
16. The MOA may reject any unbalanced bid if it is in the best interest of the MOA. A bid is considered unbalanced, when in the opinion of the Purchasing Director, the bid allocates a disproportionate share of costs to one or more bid items and reduces the costs of another bid item or items, and if there is a reasonable possibility that the bid will not result in the lowest overall cost to the MOA.
17. When the Bidding Documents contain a basic bid and additive alternates, the low Bidder will be determined by the lowest combination of the basic bid and as many additive alternates as may be chosen in the order listed in the Bid. The Purchasing Director may bypass any additive alternate whose selection would cause the Contract to exceed the funds available.
18. The Purchasing Director will use the list of priorities in the bid schedule to determine the low bidder only. After determining the low bidder, an award may be made on any combination of the bid items provided: (1) it is in the best interest of the MOA; (2) funds are available at the time of award; and (3) the low bidder's price for the combination to be awarded is less than the price offered by any other responsive, responsible bidder.
19. The MOA standard payment terms are NET 30. Bidders may offer discounts for prompt payment. The minimum prompt payment terms acceptable to the MOA is 1% and net 15 days. Prompt payment terms will be **NOT** 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 7-8. **Page 8** 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.

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BID PROPOSAL

Item	Description	Unit	Qty	Unit Price	Extended Price
1	Foreperson	Hourly		\$ _____	\$ _____
2	Laborer Crew	Hourly		\$ _____	\$ _____
3	Truck Mileage for Disposal	Miles		\$ _____	\$ _____
4	Truck Driver	Hourly		\$ _____	\$ _____
Total Lines (1 – 4)				\$ _____	
Proposed Start Date: _____					
Proposed Completion Date: _____					

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.

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.

STATEMENT OF WORK-JUNK/SALVAGE REMOVAL
24528 CHUGIAK DRIVE
CHUGIAK, ALASKA

Section 1. Definitions

1. "AMC" means Anchorage Municipal Code.
2. "Anchorage" means the Municipality of Anchorage.
3. "Contract Administrator" means the Development Services Director or his/her designee.
4. "Contractor" means sole proprietorship, corporation, or Limited Liability Corporation agreeing to furnish materials and perform professional services at the specified prices and specified time frame.
5. "Department" means Development Services.
6. "Department Clean-up Coordinator" (Coordinator) means the Anchorage Land Use Enforcement Officer responsible for overseeing the clean-up activities.
7. "Disposal Facility" means any legally licensed landfill, landfill transfer station, or recycling center.
8. "Hazardous or Toxic Waste" means waste that requires special handling to avoid illness or injury to persons or damage to property and meets the definitions of 40 CFR 261 and 18 AAC 50. Hazardous or toxic waste included but not limited to item such as: ammunition, antifreeze, asbestos, batteries, cleaners, corrosives such as acids/caustics, explosives, fluorescent lamps, fuels, lamp ballasts, fuels, paints/solvents/preservatives, pesticides & herbicides, pharmaceuticals/medications, photographic chemicals, resins & adhesives, smoke alarms, and used oil.
9. "Junk or Salvage", as defined by AMC 15.20.005, mean any abandoned, used, worn out, wrecked, scrapped, partially or fully dismantled or discarded tangible material, including vehicles of all kinds, or any combination of materials or items including appliances, chemicals, building materials, equipment or parts thereof, fiber, machinery, metal, scrap metal, rags, rubber, paper, plastics, lumber or wood, that cannot without further alteration and reconditioning be used for their original purposes.
10. "Laborer Crew" consists of all the Contractor's employees present on a given clean-up site working to remove junk except for the person designed as the Foreperson and person(s) designated as Truck Driver(s).
11. "Subcontractor" is a third-party person or business hired by the contractor to perform a portion of the work or services of the Contractor.
12. "Third-Party" mean anyone other than Anchorage, the Department, the Contractor, or the Contractor's subcontractor.
13. "Truck Driver" is the Contractor's employee or subcontractor who drives a truck from a clean-up site to the nearest disposal facility to dispose of junk removed. When transporting junk to the disposal facility, the Contractor is responsible for ensuring appropriate containers and other equipment, vehicles, and for using drivers that are appropriately licensed and registered by local, state, or federal laws and regulations. AMC 26.80 requires all loads be secured prior to be driven on Anchorage roads.
14. "Truck Mileage Rate for Disposal" is the mileage rate the Contractor will charge for transporting junk and salvage items from the clean-up site to the nearest disposal facility. This rate will be used in the formula computing truck mileage reimbursement to the Contractor as: mileage for each trip X number of trips X truck mileage rate for disposal.
15. "Foreperson" is the Contractor's on-site supervisor. The "Foreperson" is responsible for directing all activities of Contractor's employees or activities of subcontractors at the clean-up site. The "Foreperson" will be the Contractor's point-of-contact at the site responsible for communicating with the Department's Clean-up Coordinator and is responsible for ensuring Contractor's employees and subcontractors follow all contractual requirements. The "Foreperson" may work as a member of the "Laborer Crew". All hours worked by the "Foreperson" shall be billed at the quoted "Foreperson" hourly rate.

Section 2. Scope of Services-Site Clean-up

- A. The Contractor shall ensure all work crew members, Contractor provided equipment, and Subcontractors arrive at the clean-up site on the agreed upon date and time. The coordinator reserves the right to immediately terminate work if the Contractor fails to have all crew members, contractor provided equipment, and subcontractors on site at the agreed upon time and date.
- B. Contractor agrees that all inspections and removal activity will occur in the presence, and with coordination, of the Coordinator. Contractor may not take any action in the absence of the coordinator. Anchorage reserves the right to involve other city, state, and federal agencies.
- C. Contractor is not authorized to provide any information in response to any public inquiries about clean-up activities. If the Contractor is contacted for information, he or she shall refer the inquirer to the coordinator overseeing the clean-up. Failure of the Contractor to abide by these rules may be grounds for immediate termination.
- D. During the clean-up and inspection processes, the coordinator shall identify items of waste material, hazardous or toxic waste, and contraband property. Disposal of items and waste material must follow all applicable local, state, and federal regulations.
- E. If the Contractor finds discarded hypodermic needles in any junk/litter at the clean-up site, the Contractor's Laborer Crew will deposit such needles into a sharps container provided by the Coordinator and shall return such containers to the Coordinator at the conclusion of the clean-up.
- F. If the Contractor finds any hazardous or toxic waste at the clean-up site, the Contractor will immediately notify the Coordinator. Anchorage shall be responsible for removing and disposing of hazardous and toxic waste.
- G. If the Contractor finds any items they suspect as being contraband, the Contractor shall point out and confer with the Coordinator about how to handle the contraband.
- H. When the Contractor's Foreperson believes the clean-up is complete, they shall confer with the coordinator. No crew members, contractor provide equipment, or subcontractors shall be allowed to leave the clean-up site until the coordinator concurs the site clean-up is completed. The coordinator reserves the right to point out any remaining debris still to be removed and require the Contractor remove the debris.
- I. The Contractor shall prepare a report quantifying and describing the junk or salvage items removed from the property, clean-up dates, and attach receipt(s) for end disposal of items to a disposal facility. Receipts shall have all load tickets attached and indicate quantities, deliver date(s), and disposal fees.
- J. The Contractor shall be responsible for payment of all applicable fees, including landfill tipping fees. Properly documented disposal fees shall be reimbursable to the Contractor based on actual costs. Receipts for disposal fees shall be included with the invoice.
- K. The Contractor shall be solely responsible for transporting all junk or salvage items to a disposal facility. The Contractor shall be responsible for using appropriate containers and other equipment, vehicles, and drivers that are appropriately licensed and registered as may be required by local, state, or federal laws and regulation.
- L. The Contractor assumes all responsibility required by law for all waste from the point of collection until its proper delivery at a disposal facility. Any violations of Solid Waste Services rules, other than weight of load, shall be the sole responsibility of the contractor.
- M. Anchorage will issue a free rental permit for staging of materials and equipment in the Right-of-Way provided there are no road closures.
- N. The contractor shall be responsible for installing traffic control in accordance with Manual on Uniform Traffic Control Devices (MUTCD) standards.

Section 3. Invoicing

A. Within 30-days after completion of the clean-up activities, the Contractor shall invoice Anchorage.

B. Invoices shall be submitted to:

Hand Delivered

Municipality of Anchorage
Development Services
4700 Elmore Road
Anchorage, AK 99507
Attention: David Spiess

Mailed

Municipality of Anchorage
Development Services
P.O. Box 196650
Anchorage, AK 99515-6650
Attention: David Spiess

C. To be valid an invoice shall contain the following information:

1. Unique Invoice number
2. Contractor name and address
3. Contractor POC for invoicing questions
4. Purchase Order number
5. Number of Foreperson hours, hourly rate, and extended price (cannot exceed quoted price)
6. Number of Laborer Crew hours, hourly rate, and extended price (cannot exceed quoted price)
7. Number of Truck Driver hours, hourly rate, and extended price (cannot exceed quoted price)
8. Total miles driven, per mileage rate, and extended price (cannot exceed quoted price)
9. Valid costs associated with disposal fees. Receipts must be attached
10. Grand total amount due

D. The Contractor shall not be entitled to any compensation other than as expressly provided for in this section and in the Contractor’s quote. The cost of any materials or other expenses required to perform clean-up services shall be incorporated into the fees quoted by the Contractor.

E. As a condition of payment, the Contractor shall have paid all municipal taxes currently due and owing by the Contractor.

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INSURANCE

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

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

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

WORKERS COMPENSATION: The Contractor shall 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 shall require the subcontractor similarly to provide such insurance. Employers' Liability with a minimum limit of \$500,000 shall be maintained and Workers Compensation with minimum limits as required by Alaska State Workers Compensation Statutes. The policy shall contain a waiver of subrogation against the Municipality.

NOTICE TO "OUT-OF-STATE" CONTRACTORS WORKING IN ALASKA: The Contractor shall 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 shall purchase and maintain, in force, during the life of this contract such general liability insurance as shall 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)	
<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 shall 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 shall be the Contractor's responsibility to notify the MOA of such cancellation.

COMPLIANCE WITH LAWS

The Contractor shall 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.

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

PRODUCER	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No, Ext): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="width: 80%; text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%; text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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 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 RETENTIONS \$						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 style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">WC STATUTORY LIMITS</td> <td style="width: 50%; border: none;">OTHER</td> </tr> <tr> <td style="border: none;">E.L. EACH ACCIDENT</td> <td style="border: none;">\$</td> </tr> <tr> <td style="border: none;">E.L. DISEASE - EA</td> <td style="border: none;">\$</td> </tr> <tr> <td style="border: none;">E.L. DISEASE - POLICY LIMIT</td> <td style="border: none;">\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA	\$	E.L. DISEASE - POLICY LIMIT	\$
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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
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Municipality of Anchorage Contractor Questionnaire

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

Contractor/Vendor Name: _____

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

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

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

Yes No

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

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

Yes No

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

Certifications & Disclosures

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

Debarment

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

Yes No

Occupational Safety & Health

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

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

Municipality of Anchorage Contractor Questionnaire

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

Yes No

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

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

Yes No

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

Wage & Hour

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

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

Yes No

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

Yes No

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

Unemployment Insurance & Workers' Compensation

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

Yes No

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

Licensing & Registration

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

Municipality of Anchorage
Contractor Questionnaire

Yes No

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

Subcontracting

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

Yes No

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

I understand

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

I understand

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

I understand

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

Dated: _____
_____ (Signature)

(Printed name and title)

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