

INVITATION TO BID NO. 2026B052

Issue Date	Time and Date of Opening	Buyer	Phone Number
06/25/26	10:00 A.M. Alaska Time, July 10, 2026	Myranda Walso	907-343-4590

ITB No. **2026B052 – Provide Fire Alarm Maintenance & Repair Services** to the Municipality of Anchorage (MOA), Maintenance & Operations Department

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Specifications	Consisting of 4 Pages
APD Clearance Packet	Consisting of 4 Pages
Insurance	Consisting of 3 Pages
Sample Contract	Consisting of 5 Pages
Responsible Bidder Questionnaire	Consisting of 3 Pages

To be considered for award bids will:

- Be in a sealed envelope or submitted online through BidExpress in accordance with Special Provisions, Paragraph 7; and,
- 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;
- 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.**

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.

Bid documents are available electronically at the MOA Purchasing Department's webpage at BidExpress.com; https://www.bidexpress.com/businesses/85766/home?agency=true&from_home_page=true. Addenda will be posted within the solicitation at BidExpress.

Bidders interested in participating via teleconference will call 1-907-343-6089 no earlier than **9:55 A.M. Alaska Time, July 10, 2026.** It is respectfully requested bidders participating via teleconference to please use a land line. **FOR AUXILIARY AIDS, LANGUAGE ACCESS FOR ASL AND LANGUAGE OTHER THAN ENGLISH, OR SPECIAL MODIFICATIONS TO PARTICIPATE PLEASE CONTACT THE PURCHASING DEPARTMENT AT 907-343-4590; OR VIA EMAIL AT WWPUR@MUNI.ORG.**

Questions regarding this ITB will be submitted in writing via email to wwpur@muni.org. Emailed questions will be received no later than **12:00 P.M. Alaska Time, June 30, 2026.** Questions will include the Buyer's name, the ITB number and ITB Title, on the subject line.

The MOA Purchasing Office is open from 8:00am to 5:00pm Monday through Friday, excluding MOA Holidays.

MUNICIPALITY OF ANCHORAGE

Ryan Marquis

Ryan Marquis
Deputy Purchasing Officer



The Municipality of Anchorage Purchasing Department is pleased to announce that you can submit your bid electronically through the Bid Express® service at www.bidexpress.com.

Electronic bid submission:

- **allows for digitally-signed bids**
- **eliminates costs for delivery of bid packages**
- **provides error checking and alerts to omissions before submission**
- **easily accommodates last-minute changes and price cuts**
- **automates email notifications to alert vendors of solicitation postings and solicitation changes**

If you are not a current user, please register for a free vendor account to review and bid on the Municipality of Anchorage's solicitations.

For more information about the service, please refer to the Bid Express service's Knowledge Center [here](#) to get started.

For technical assistance, please call the service's Customer Success team at 888-352-2439, available Monday - Friday from 7:00 am – 8:00 pm (EST). You can also email them at bidexpress.support@infotechinc.com.

Additional information and notices of solicitation opportunities will be posted on the Purchasing webpage at Muni.org.

GENERAL PROVISIONS

The attached provisions, as modified by any addendum hereto, will become a part of any Purchase Order resulting from this Invitation to Bid. The Vendor by his acceptance of this order agrees thereto:

1. No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of this order will be effective without prior consent of the Purchasing Director.
2. No charges will be allowed for packing, wrapping, bags, containers, reels, etc., unless otherwise specified.
3. Time of delivery is part of the essence of this contract and the **order is subject to cancellation for failure to deliver on time.**
4. For any exception to the delivery date as specified on this purchase order, the Vendor will give prior notification and obtain approval thereto from the Purchasing Director.
5. Shipping Instructions: Unless otherwise specified, please ship prepaid via cheapest common carrier FOB Destination. The MOA cannot accept COD Shipments.
6. Materials purchased are subject to the approval of the MOA and, if rejected, are held subject to the Vendor's risk and expenses incurred for their return as approved by the Purchasing Officer.
7. Purchase Order number *WILL* appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.
8. Memorandum of contents will be enclosed in each box or package.
9. The vendor agrees to protect the MOA against all claims for patent or franchise infringement arising from the purchase, installation, or use of the material ordered on this contract, and to assume all expense and damage arising from such claims.
10. If price is not stated on this order, it is agreed that the goods will be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
11. It is agreed that the waiver or acceptance of any breach of any of the terms of this order will not operate to relieve the Vendor of the responsibility herein under for any prior to subsequent breach.
12. All specifications and plans referred to in this order will form a part of the contract.
13. The Vendor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.
14. Cash discount period on all invoices will commence on the date the shipment is received by the MOA. If an adjustment or damage occurs on a shipment subject to cash discount, the discount period will commence on the date the shipment is finally accepted.
15. The MOA is exempt from Federal Excise and Transportation Taxes. Exemption certificates will be furnished upon request.
16. Liens: Vendor, by accepting this purchase order, warrants and represents that the goods, wares or merchandise ordered herein are free and clear from all claims and liens of whatsoever nature.
17. Upon opening bids, apparent results will be posted within the solicitation at BidExpress.
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: N/A
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. **Electronic bids will be accepted through BidExpress.com, and is the preferred method for submission. Paper bids will be submitted in a sealed envelope addressed to the MOA Purchasing Department, 632 W. 6th Avenue, Suite 520, Anchorage, AK 99501 and will include the following, clearly and legibly written/typed on the outside of the envelope:**
 - a. **Bidder's Name (as indicated on Business License), Address, City, State, and Zip Code**
 - b. **Invitation to Bid #, Invitation to Bid Title and Buyer's Name**
8. At the above indicated time, bids will be opened publicly and read aloud. Bids received after the scheduled bid opening date and time or bids not containing the Purchasing Office time and date stamp will not be considered and will be held unopened by the Purchasing Department.

SPECIAL PROVISIONS (Continued)

9. **NO RESPONSIBILITY WILL ATTACH TO ANY OFFICER FOR THE PREMATURE OPENING OF, OR THE FAILURE TO OPEN, A BID NOT PROPERLY ADDRESSED AND IDENTIFIED.**
10. A bidder may withdraw, modify, or correct their bid after it has been submitted to the Purchasing Department. Requests for withdrawal, modification, or correction will be in writing and received by an agent of the MOA Purchasing Department. Requests for withdrawal, modification, or correction will be received **before** the time set for bid opening. Modified or corrected bids will be signed by an authorized bidder representative. Facsimile or emailed modifications or corrections **WILL NOT** be accepted. Modified or corrected bids will be received prior to the date and time set for bid opening. No bidder will be permitted to withdraw an offer after the time set for bids to be opened. Changes to electronic bids will be made through BidExpress.
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:	10:00 A.M. Alaska Time,	July 10, 2026
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15. If more than one bid is offered by any one party for the same product, by or in the name of his clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the work.
16. The MOA may reject any unbalanced bid if it is in the best interest of the MOA. A bid is considered unbalanced, when in the opinion of the Purchasing Director, the bid allocates a disproportionate share of costs to one or more bid items and reduces the costs of another bid item or items, and if there is a reasonable possibility that the bid will not result in the lowest overall cost to the MOA.
17. When the Bidding Documents contain a basic bid and additive alternates, the low Bidder will be determined by the lowest combination of the basic bid and as many additive alternates as may be chosen in the order listed in the Bid. The Purchasing Director may bypass any additive alternate whose selection would cause the Contract to exceed the funds available.
18. The Purchasing Director will use the list of priorities in the bid schedule to determine the low bidder only. After determining the low bidder, an award may be made on any combination of the bid items provided: (1) it is in the best interest of the MOA; (2) funds are available at the time of award; and (3) the low bidder's price for the combination to be awarded is less than the price offered by any other responsive, responsible bidder.
19. The MOA standard payment terms are NET 30. Bidders may offer discounts for prompt payment. The minimum prompt payment terms acceptable to the MOA is 1% and net 15 days. Prompt payment terms will **NOT** be utilized to determine final net price offered. Any prompt payment terms lower than 1% and net 15 will result in payment terms of NET 30. If bid includes prompt payment terms, bidder will include payment terms on the Bid Proposal Page. **NOTE: The prompt payment period will commence upon receipt and acceptance of the supply/service or receipt of a valid invoice; whichever occurs last.**

BIDDER'S CHECK LIST

I. GENERAL

Bidders are advised, notwithstanding any instructions or implications elsewhere in this Invitation to Bid, only the documents shown and detailed on this sheet need be submitted with and made part of their bid. Other documents may be required to be submitted after bid opening, but prior to award. Bidders are hereby advised failure to submit all required documents shall be justification for rendering the bid non-responsive. Evaluation of bids for responsiveness shall be accomplished in accordance with Anchorage Municipal Code, Title 7.

II. REQUIRED DOCUMENTS FOR BID SUBMISSIONS

- A. BID PROPOSAL: Pages 7-9. **Page 9** shall be signed by an authorized representative of the Bidder. (Electronic bids will be signed digitally through BidExpress.)
- B. ADDENDA: All addenda issued against this Invitation to Bid shall be acknowledged on the solicitation page electronically at Bid Express. If submitting paper bids, any addenda must be acknowledged on the Bid Proposal page or by signing the Addenda sheet(s) and submitting the Addenda sheet(s) to the Municipality Purchasing Office prior to the time and date set for bid opening.

III. RESPONSIBLE BIDDER/CONTRACTOR QUESTIONNAIRE – IF APPLICABLE

Per AMC 7.20.030.B. the required certifications or disclosures must be submitted to the Purchasing Officer within five calendar (5) days of the request of Purchasing. The certifications and disclosures will be utilized by the Purchasing Officer to determine vendor responsibility. The required questionnaire is attached for review.

(Remainder of Page Intentionally left Blank)

BID PROPOSAL

Vendor Name _____

Inspection, Testing, & Certifications

Inspect, test, and certify various fire alarm systems in accordance with all local, state, and federal code requirements:

Item	Description	Est. Qty.	Unit	Unit Price	Total Price
1	Fire Related Devices - Inspect, Test, & Certify (Smoke Detectors without Sensitivity Testing)	2500	EA	\$ _____	\$ _____
2	Inspect, Test, & Certify Smoke Detectors with Sensitivity Testing	1250	EA	\$ _____	\$ _____
NOTE: Unit price shall include all costs for inspecting, testing, and certifying all fire alarm related devices, including pull stations, heat detectors, smoke detectors, panels, etc., located within forty (40) feet above an existing working platform.					
3	Cost Per Fire Door - Inspect, Test, & Certify	50	EA	\$ _____	\$ _____

Repair & Maintenance Services

Hourly Rate for providing supervision, labor, tools, and equipment for repair and maintenance of alarms, audio, and video systems.* *Travel time cannot be billed under this contract. Labor shall be charged only for time spent on the job.* *

Item	Description	Est. Qty.	Unit	Unit Price	Total Price
4	Repair & Maintenance Services, Normal Business Hours (Mon - Fri 8:00 A.M. -5:00 P.M.)	600	Hours	\$ _____	\$ _____
5	Repair & Maintenance Services, Outside of Normal Business Hours (Mon - Fri 5:00 P.M. - 8:00 A.M.)	100	Hours	\$ _____	\$ _____
6	Repair & Maintenance Services, Any Hours - Saturday/Sunday	50	Hours	\$ _____	\$ _____

Materials

Parts and Materials "as required" to repair, replace or add to existing systems. Estimated dollar value of parts and materials that may be required yearly is \$20,000.

Item	Description	Qty.	Unit	Mark- Up	Total Price
7	Miscellaneous Parts & Materials, % of Mark-up. Note: Maximum percentage allowed is no more than 10% above the actual cost of materials.	20,000	Dollar	_____ %	\$ _____
Mark-up Note: The "Mark-up Amount" for Materials is the result of multiplying the Estimated Annual Dollar Amount by Mark-up Percentage increased offered. The "Total Price" is the "Estimated Dollar Amount" plus the "Mark-up Amount". Example 1: Mark Up % = 3%: \$20,000 x 1.03% = \$20,600.00 Total Price Example 2: Mark Up % = 5%: \$20,000 + (\$20,000 * 0.05) = \$20,000 + \$1,000 = \$21,000 Total Price					

Grand Total (Items 1 – 7)	\$ _____
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BID PROPOSAL (CONTINUED)

Vendor Name _____

NOTE: If submitting a paper bid, erasures or other changes made on the Bid Proposal page or the signature page shall 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

BASIS OF AWARD

Award will be made to the lowest responsive and responsible bidder(s) in accordance with Anchorage Municipal Code Sections 7.15.040, 7.20.020, 7.20.030, and 7.20.040, with preference to local bidders applied in accordance with Section 7.20.040. Evaluation for determining the lowest bid will be made in the **aggregate. TO BE CONSIDERED FOR AWARD ALL ITEMS MUST BE BID.** All items must be new and come with manufacturer's warranty, if supplied by the manufacturer. The purchasing Director will have the sole discretion to determine whether the bid submitted meets specifications of the Invitation to Bid, whether a bidder is responsive, and whether a deviation is material.

CONTRACT VOLUME

The quantities and dollar amounts shown on the Bid Proposal sheet are estimated quantities only and will be used for bid evaluation purposes only and should not be considered to show actual items or quantities that may be purchased under a resulting contract. The contractor will be paid at the unit price established above for each unit for the contract period. The MOA expects but does not guarantee to purchase the quantities listed. The estimated quantities are based on historical data and are subject to change due to several factors, including, but not limited to, availability of funding, adverse weather, staffing, program priorities, equipment availability and breakdowns.

PERIOD OF PERFORMANCE

Contract performance period will be four (4) years beginning August 01, 2026, or upon contract execution, whichever is later, at the per annum amount stated above. Payments under this contract require funds from future appropriations and are subject to future appropriations. If sufficient funds are not appropriated for payments required under this contract, this contract will terminate without penalty to Anchorage and Anchorage will not be obligated to make payments under this contract beyond those which have previously been appropriated.

INSURANCE REQUIRED BEFORE AWARD:

Winning Bidder will provide a copy of the required insurance.

BID PROPOSAL (CONTINUED)

Vendor Name _____

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

Authorized Representative Signature

Date

Printed Name

Title

Printed Vendor Name

Phone Number

Mailing Address

Fax Number

City, State, Zip Code

Company Email Address

Physical Address of Company (if different from above)

City, State, Zip Code

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

Municipality of Anchorage
Maintenance & Operations Department
Audio, Video, & Fire Alarm System
Maintenance and Repair

1. **SCOPE OF WORK**

The successful Contractor shall be responsible for testing, maintenance, repair and certifying various alarm, sound, video, and surveillance systems located in Municipal general government facilities. Most of the work will include, but not be limited to, the inspection, testing, maintenance, repair and certification of existing fire and security alarm systems.

2. **PERFORMANCE OF THE WORK**

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

2.1 **ANNUAL INSPECTIONS**

The Contractor shall be responsible for supplying all supervision, labor, tools, and equipment required to test, inspect, and certify various fire alarm systems including all fire door release systems in accordance with the requirements set forth in NFPA 72 or other appropriate NFPA Standards, the UFC Standards and Local, State and Federal Code Regulations.

Note: Sensitivity testing shall be conducted on all smoke detectors once every two years with year one being the first testing.

Work required under this section will begin within seven (7) days of verbal notification from the Contract Administrator.

In general, fire alarm systems shall be inspected and tested in accordance with the requirements outlined in the NFPA requirements. Each device tested shall be listed and appropriate remarks logged for each device. The contractor must call the Municipal Radio Shop in the event, during performance of the contract, it is discovered that a problem with the radio transmitter exists.

The Contractor shall submit one copy of each inspection report to the Anchorage Fire Department and an additional copy to the MOA Contract Administrator. One copy must also be retained in the contractor's files. Work accomplished under this section shall be coordinated with necessary on-site facility staff when possible. Working times may vary due to facility activities and no additional payment will be made if unusual working times are required.

When conducting testing, if any discrepancies are annotated, the Contractor must notify the MOA Contract Administrator in writing, with costs associated with repairs utilizing the call-out hourly rates.

A list of facilities in which fire alarm system testing will be accomplished is in item 10. The Municipality reserves the right to add or delete facilities without effecting established bid prices.

2.2 **REPAIRS/CALL-OUTS**

The Contractor shall be responsible for providing all supervision, labor, tools, and equipment on a subject to call-out, "as required" basis, twenty-four hours a day, seven days a week to repair and maintain various alarm, audio, and video systems throughout the Municipality. Most of the work will be scheduled during normal working hours, Monday through Friday, 8:00am to 5:00pm.

The Contractor will be required to respond to callouts within two hours of verbal notification from the MOA Contract Administrator or their designee. All work completed on a call-out basis shall comply with all local, state, and federal code requirements. The Contractor may be required to produce as-builts of existing systems or to update existing as-builts. This work will be paid for on an hourly basis, at the rates identified in the Bid Proposal.

3. **MATERIALS**

The Contractor shall be required to supply all materials needed for completion of the work. All materials supplied for repair work shall be equal to or better than existing and shall meet UL requirements.

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

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

Payment requests for completed work must be accompanied with material supplier invoices.

Municipality of Anchorage
Maintenance & Operations Department
Audio, Video, & Fire Alarm System
Maintenance and Repair

4. **PAYMENT**

Separate invoices shall be submitted monthly for each facility tested. The invoice shall list the name and address of the facility tested, facility number, work accomplished, hours worked, cost per hour, materials cost, and total cost. A summary of work accomplished shall also be attached to each invoice. If any corrective action is recommended, the vendor must notify the MOA Contract Administrator. **NOTE:** Fire Alarm Panels shall be counted as one device per facility. Under Section 2.2, the Contractor shall be compensated for the callouts at the hourly rate agreed to in the bid proposal when the work is performed during normal working hours. When work is required during other times, the Contractor shall be compensated at the hourly rate agreed to in the bid proposal for work performed during other hours.

5. **WORK PERFORMED BY OTHERS**

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

6. **CONTRACT ADMINISTRATION**

The MOA Contract Administrator shall be a management representative of the MOA Maintenance & Operations Department. The MOA Contract Administrator shall ensure all services are provided in a timely and professional manner as required in the contract specifications.

The MOA Contract Administrator must be able to contact the Contractor or authorized Contractor's representative twenty-four (24) per day seven (7) days per week for call-out notices. Therefore, a valid telephone, cell phone, or recording device number must be provided. The contractor shall be responsible for ensuring the MOA Contract Administrator has the most current contact information. **Contractors must also have a working email address where information can be sent as needed.**

7. **CONTRACTOR QUALIFICATIONS**

All bidders must have three (3) years' experience in the installation repair and maintenance of fire alarm, audio, and video systems.

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

- A minimum of three (3) Years of experience in this field of expertise
- Required Federal, State, and/or Municipal license(s) or certificate(s) to perform work.
- Evidence of factory training for field technicians.
- A list of systems installed and maintained of the same magnitude that is bid.
- Appropriate local references.

Bidders shall have all necessary licenses required to perform the work. Prior to award, the contractor shall provide proof that **ALL** personnel proposed to accomplish on-site work associated with this contract are properly licensed through the state of Alaska.

8. **ON SITE ACCESS**

Each Contractor employee requiring access to any Anchorage Police Department (APD) facility must complete and submit the attached Department of Public Safety form and the APD background Check Release. These completed forms shall be presented at the front counter of APD along with a current approved 10-digit fingerprint card. There are a variety of establishments throughout the Anchorage area that will provide fingerprinting services. After a week to 10 days, APD will have conditional approval for access pending a full background by the FBI.

A Contractor's employee failing the criminal history background investigation shall not be authorized access or work in any Anchorage Police Department facility.

If during the life of any resulting contract, a company officer, owner, partner, or joint venture member develops a history deemed questionable by the APD, the contract may be terminated. If during the life of any resulting contract a company employee develops a history deemed questionable by the APD, they may request through the Contract Administrator that the employee be replaced.

Municipality of Anchorage
Maintenance & Operations Department
Audio, Video, & Fire Alarm System
Maintenance and Repair

NOTE: All finger printing costs incurred will be the sole responsibility of the contractor.

The Municipality of Anchorage requires the contract personnel display an identifying badge which shall be always worn while in the facilities. The badge must at a minimum contain a picture of the employee, the employees name and the contracted company's name.

9. **FIRE ALARM CONTROL PANEL MFR/MODEL**

LOG NO.	FACILITY	ADDRESS	PANEL MFR/MODEL
*910031	Animal Control	4711 Braqaw	Edwards iO1000
920023	APD Evidence Warehouse	1015 Orca	Edwards io64
920050	APD Evidence Warehouse	901 Orca	Pyrotronics SXL
920018	APD Elmore	4501 Elmore	Edwards EST3X
720007	Bartlett High School Pool	1101 N. Muldoon Rd.	EST 1-2Z6
930041	Chugiak Sr. Center	22424 N. Birchwood Lp Road	Siemens Fire Finder
220001	City Hall	632 W. 6 th Ave.	
*930020	Clitheroe (Salvation Army)	8000 W. End Road	Fenwal 2000
*930019	Clitheroe Duplex	8000 W. End Road	Pyrotronics CP30
210014	Eagle River Town Center/Library	12001 Business Blvd, Eagle River	Siemens Fire Finder
*210013	Emergency Operation Center	1305 E. Street	Fenwal Net2000
*710024	Fairview Community Center (New)	1121 E. 10 th Ave.	Pyrotronics SXL
710025	Fairview Community Center (Old)	1121 E. 10 th Ave.	FCI 72
*310010	Fire Station #1 / Admin Office	122 E 4 th Ave. / 100 E. 4 th Ave.	EST io500
310004	Fire Station #4	4350 Macinnes	EST io 1000
310027	Fire Station #7	8735 Jewel Lake	EST2
310008	Fire Station #8	6151 O'Malley Road	EST2
310010	Fire Station #10	14861 Mountain Air	Notifier AFP 100
310011	Fire Station #11	16630 Eagle River Road	EST2
310012	Fire Station #12 / Dispatch	7920 Homer Drive / 1301 E, 80 th Ave.	Simplex 4010
310114	Fire Station #14	4501 Campbell Airstrip Road	Edwards io 1000
310015	Fire Station #15	11301 Southport Drive	Edwards io 1000
*310017	Fire Training Center	1130/1140 Airport Heights	Simplex 410OU
510050	Golden Lion Hotel	1000 W. 36 th Avenue	CWSI CP-3000 / Edwards 5721 B
610010	Harry J. McDonald Memorial Center	13701 Harry McDonald Road	EST3
710023	Mt. View Community Center	315 Price Street	EST 2Z6
*510033	Northwood Sand Storage	5901 Northwood	Protectowire SPP 4X4
*510037	Northwood/Street Maintenance	5701 Northwood	Notifier 100

Municipality of Anchorage
Maintenance & Operations Department
Audio, Video, & Fire Alarm System
Maintenance and Repair

*510039	Northwood/Warm Storage	5601 Northwood	EST Fireshield
510034	Northwood Cold Storage	5815 Northwood	Protectowire SPP 4x4
*510012	Parks and Rec. South Maintenance	11440 Lanq Street	FCICLP
*710001	Pioneer School Building	439 E. 3 rd Avenue	Edwards 57538
*201115	Public Health Facility	825 L. Street	Edwards 6500 / Simplex 4007 ES
*810055	Russian Jack Greenhouse #4	1321 Lidia Selkregg Lane Building #2	Edwards 5921
810060	Russian Jack Maintenance Shop	1321 Lidia Selkregg Lane Building #12	ESL 1500 Series
710026	Spenard Rec. Center	2020 W. 48 th	EST Quickstart
*610012	Sullivan Arena	1600 Gamble	EST3
930040	Woodland Park School	2300 W. 36 th Avenue	EST io 500

***Buildings with Radio Fire Alarm Transmitters**

APD Security Clearance Process

Unescorted

Unescorted access requires a fingerprint based security clearance through the state and FBI to be around Criminal Justice Information. The process can take several weeks. Once approved you will be allowed to escort other individuals that have an escorted only clearance that have been approved by APD.

1. Submit paperwork to either the project manager or directly to APD.

- APD Background check form
- Department of Public Safety form page 2
- Privacy Act Statement page
- Fingerprints

Paperwork can be dropped off at APD Front counter at 716 W 4th Ave -ATTN TAC Office- You may also drop it off at 4501 Elmore Rd by appointment only. Please call 907-786-3112 or 907-786-8780 to set an appointment.

2. Once approved by the state you will receive an invitation to www.cjisonline.com You must log onto the website and take a brief security awareness test to finish your security clearance. The test must be completed within 6 weeks.

3. We will need a photo for your APD Access Card. This can either be emailed to apdtac@anchorageak.gov or you can make an appointment with the APD TAC office for the photo to be taken at APD. If emailing, photos must be in front of a plain white background, shoulders and up similar to a driver's license style.

4. Your access card will be printed and depending on the project and location will be distributed a few different ways.

- The Access cards for a project will be given to the project manager to disperse.
- By appointment it can be picked up from the APD TAC at the Elmore station
- Available for pickup at the APD Front Counter.

5. Depending on the project location you may also receive a pin code for door access. These will be emailed directly to you.

*The clearance level you apply for is a request, depending on the background check your access level may change or be denied completely. The Anchorage Police Department has the right to deny access to any individual to APD properties. We are not able to disclose any information relating to the denial.

*If access is no longer needed, please notify the APD TAC office so we can deactivate the security clearance.

Escorted

Escorted access requires a name based security clearance. You must be accompanied by someone with an Unescorted clearance or an APD Employee at all times within APD buildings.

1. Submit paperwork to either the project manager or directly to APD

- APD Background check form

Paperwork can be dropped off at APD Front counter at 716 W 4th Ave -ATTN TAC Office- You may also drop it off at 4501 Elmore Rd by appointment only. Please call 907-786-3112 or 907-786-8780 to set an appointment.

2. We will need a photo for your APD ID Card. This can either be emailed to apdtac@anchorageak.gov or you can make an appointment with the APD TAC office for this to be taken at APD. If emailing photos must be in front of a plain white background, shoulders and up similar to a driver's license style.

3. Your ID card will be printed and depending on the project and location will be distributed a few different ways.

- The ID cards for a project will be given to the project manager to disperse.
- By appointment it can be picked up from the APD TAC at the Elmore station
- Available for pickup at the APD Front Counter.



MUNICIPALITY OF ANCHORAGE (MOA)
ANCHORAGE POLICE DEPARTMENT (APD)
BACKGROUND CHECK AUTHORIZATION AND RELEASE FORM

Last Name _____ First Name _____ Middle Initial _____

Social Security # _____ - _____ - _____ Date of Birth _____

Current Driver's License # _____ State Issued _____

List any other states you have lived in: _____

Email address: _____

Employer _____ Company Point of Contact _____

Company Phone number _____ Contract Owner ☐ MOA ☐ APD

Project or reason for access: _____

Access Level Requested (check one) ☐ Escorted ☐ Unescorted ☐ Yard Access Only

I hereby authorize the Anchorage Police Department to perform a preliminary criminal background investigation for the purpose of entry into an APD police facility for the purpose of contracted work to be performed. I understand the information may be reviewed initially and periodically by Anchorage Police Department. I release the Anchorage Police Department and my employer, their agents and assigns, from any and all demands and/or liabilities that may originate from these investigations conducted by them upon the authority of this release.

I hereby authorize that a photocopy or electronic facsimile of this document shall serve as an original.

Applicant Signature _____ **Date** _____

Submit to: Shelina Venables or Ashleigh Sitz
APSIN/NCIC Terminal Agency Coordinators
Anchorage Police Department, 4501 Elmore Road, Anchorage, Alaska 99507
(907) 786-3112 or (907) 786-8780 apdtac@anchorageak.gov

Below information for APD to complete

Project Name or Reason for Access: _____

Access Level Granted (check one): ☐ Escorted ☐ Unescorted ☐ Yard Access Only

Processed by: _____ DSN: _____ Date: _____

Approved ☐ Denied ☐

**DEPARTMENT OF PUBLIC SAFETY
DIVISION OF STATEWIDE SERVICES
PERSONNEL SECURITY CLEARANCE FORM AND USER AGREEMENT rev 04/26**

APPLICANT SECTION:

Name: _____
(Last) (First) (Middle) (Suffix)

Date of Birth: ____ \ ____ \ ____ Sex: ____ Driver's License Number: ____ State: ____
(MM) (DD) (YYYY) (M / F)

Job Title: _____ Agency: _____ City: _____

Email (required and do **not** use groups emails): _____

One Legible Fingerprint Card** Included: ☐ Yes

***Client number on card should be 4003 for Direct APSIN/ARMS Access.*

ACCESS AGREEMENT

I understand that by executing this request, I am agreeing that an investigation into my criminal background, including a search of the Alaska Public Safety Information Network (APSIN), the national criminal history repository, other state criminal history repositories, and the National Crime Information Center (NCIC) will be conducted. I understand that I will be required to submit my fingerprints in connection with this request, and that the results of the investigation will be released to the Department of Public Safety (DPS) Criminal Justice Information Services (CJIS) Programs Unit and the person requesting this clearance on my behalf for use in determining approval, denial, or appeal of the security clearance.

I hereby certify that I am familiar with the contents of (1) the Federal Bureau of Investigation (FBI) CJIS Security Policy; (2) Alaska Statute 12.62; (3) Alaska Administrative Code (AAC) 13 AAC 68.300-345; and the (4) CJIS Systems Agency (CSA) Security Policy and agree to be bound by their provisions. The Department of Public Safety is the CSA for Alaska. I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which the agency has been authorized. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of direct or indirect access for a purpose other than that directly authorized, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating, or re-disseminating the information received for another purpose other than what is authorized also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes. In addition to any criminal, civil, or employee disciplinary actions that may result from such misuse, if I am found to have violated this agreement, DPS will revoke my security clearance. DPS may consider reinstatement of the clearance upon receipt of the completed Reinstatement Request form and completion of remedial training. DPS reserves the right to permanently revoke my security clearance.

I understand that unauthorized disclosure of information about the methodology, operation, or internal structure of APSIN or the computer networks that interface with APSIN may threaten the security of these systems. I will not disclose information about the security measures, access and/or operating procedures, equipment, or programs without specific authorization from the DPS CJIS Systems Officer (CSO). I understand that annual Security Awareness training will have to be completed to maintain a clearance, and that initial training must be completed prior to receiving this security clearance. An annual Security Awareness Training, plus a biennial APSIN exam for all direct access users requires certification and must be completed prior to receiving or maintaining access to CJI systems.

Direct Access Accounts Only: If issued a User ID and password, I will not share the password with anyone. I understand that DPS will maintain a record of all direct access account activity for three years; that this record may be used to audit my use of the system(s) at any time; and that this record may be released to my employer for an administrative investigation and/or to a law enforcement agency for a criminal investigation.

I have read, understand, and agree to abide by the terms of this agreement for physical or logical access to the aforementioned criminal justice systems or for access to buildings or computer networks processing CJI from these systems.

Applicant Signature: _____

Date: _____

Privacy Act Statement

This privacy act statement is located on the back of the [FD-258 fingerprint card](#).

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 03/30/2018

Applicant Notification of Procedures for Obtaining an Amendment to an FBI Record

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction, or update of an FBI criminal history record are set forth at 28 CFR 16.34. Information regarding this process may be found at <https://www.fbi.gov/services/cjis/identity-history-summary-checks> and <https://www.edo.cjis.gov>.

Applicant Initial: _____

Date: _____

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.

(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) 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:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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						EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	POLICY PRO LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED RETENTIONS							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$

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

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

CERTIFICATE HOLDER

CANCELLATION

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

Authorized Representative

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 (\$ _____). **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 will indemnify defend, save and hold the Municipality harmless from any claim, lawsuit or liability, including costs and attorney's fees allegedly arising from loss, cause of action, damage, or injury to persons or property occurring in the course of or as a result of the Contractor's performance under this Contract.

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

Department Director or Designee Concurrence

Printed Name

Date

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.