

## INVITATION TO BID NO. 2026B062

| Issue Date | Time and Date of Opening               | Buyer         | Phone Number |
|------------|----------------------------------------|---------------|--------------|
| 07/23/26   | 9:00 A.M. Alaska Time, August 18, 2026 | Myranda Walso | 907-343-4590 |

ITB No. **2026B062** – Provide Sludge Hauling Services to the Girdwood Wastewater Treatment Facility to the Municipality of Anchorage (MOA), Anchorage Water and Wastewater Utility

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| 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. 6<sup>th</sup> 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](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 **9:00 A.M. Alaska Time, August 18, 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](mailto:WWPUR@MUNI.ORG).** You can also participate by joining the Microsoft Teams meeting using this link: <https://teams.microsoft.com/meet/263820253909638?p=jY9ecyRzt8NAb0uH3K>. Meeting ID: 263 820 253 909 638  
**Meeting Passcode: mA6ka9MT**

Questions regarding this ITB **will** be submitted in writing via email to [wwpur@muni.org](mailto:wwpur@muni.org). Emailed questions **will** be received no later than **12:00 P.M. Alaska Time, August 4, 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](http://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](mailto: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. 6<sup>th</sup> 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. 6<sup>th</sup> Ave, Suite 525, Anchorage, AK 99501:

|                        |                               |                        |
|------------------------|-------------------------------|------------------------|
| <b>Bids Opened at:</b> | <b>9:00 A.M. Alaska Time,</b> | <b>August 18, 2026</b> |
|------------------------|-------------------------------|------------------------|

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 7-8. **Page 8** 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**

**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.**

| Item | Description                                                                                                                                                                                                                                 | Est. Qty. | Unit | Unit Price | Extended Price |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|------------|----------------|
| 1    | AWWU, Girdwood Water Wastewater Treatment Facility, 238 Ruane Rd., Girdwood, AK 99587, As Per Specifications Attached. Picked up in Girdwood delivered to Point Woronzof Water Treatment Facility at 2300 Hutson Drive, Anchorage, AK 99502 | 780,000   | GAL  | \$ _____   | \$ _____       |
|      |                                                                                                                                                                                                                                             |           |      |            |                |

| Prompt Payment Discount - Payment Terms Offered                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------|
| _____ % Net 15 OR Net 30 (default)<br>1% is the minimum amount allowed<br>(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 in accordance with Anchorage Municipal Code Sections 7.15.040, 7.20.020, 7.20.030, and 7.20.040, with preference to local bidders applied in accordance with Section 7.20.040. Evaluation for determining the lowest bid will be made in the aggregate. TO BE CONSIDERED FOR AWARD ALL ITEMS MUST BE BID. All items must be new and come with manufacturer's warranty, if supplied by the manufacturer. The purchasing Director will have the sole discretion to determine whether the bid submitted meets specifications of the Invitation to Bid, whether a bidder is responsive, and whether a deviation is material.

**CONTRACT VOLUME**

The MOA does not guarantee any minimum or maximum purchase quantities and/or dollar amounts. The above quantities are for evaluation purposes only. The MOA reserves the right to increase or decrease the quantities listed at the same unit price.

**PERIOD OF PERFORMANCE**

Period of Performance will be on an as-needed basis from upon execution through a period of one year, unless terminated sooner, with four one-year options to renew at the same unit price(s), upon mutual consent of both parties and lawful appropriation of funds.

**INSURANCE REQUIRED BEFORE AWARD:**

Winning Bidder will provide a copy of the required insurance.

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.

## SLUDGE HAULING SERVICES SPECIFICATIONS

AWWU intends to contract for the hauling of sludge generated at the Girdwood Water & Wastewater Treatment Facility. The Contractor shall furnish all labor, supervision, equipment, vehicles, materials, transportation, permits, and incidentals necessary to perform the services described herein.

The Girdwood WWTF is located at 238 Ruane Road, Girdwood, Alaska. Sludge hauled from the Girdwood WWTF shall be delivered to the Asplund Wastewater Treatment Facility, 2300 Hutson Drive, Anchorage, Alaska.

The estimated annual quantity is approximately **780,000 gallons** and is provided for bid evaluation purposes only. Actual quantities may vary based on operational requirements. The sludge consists primarily of thickened solids removed during the wastewater treatment process.

Sludge will typically range from approximately 2% to 12% solids, with the remaining portion consisting of water. Up to 15,000 gallons per week may be generated at the Girdwood facility. These quantities are estimates only. AWWU does not guarantee a maximum annual quantity. AWWU does guarantee a minimum of 3,000 gallons per haul.

## PERFORMANCE SPECIFICATIONS

Bids shall include all costs associated with providing the required services, including loading, transportation, unloading, labor, equipment, travel time, and all other incidental expenses necessary to complete the work. The Contractor shall designate a primary contact, secondary contact, and after-hours emergency contact who are available to coordinate hauling services and communicate effectively in English. The Contractor shall provide current telephone numbers for each designated contact.

Only Contractor personnel engaged in performance of the contract shall be permitted on AWWU facilities. Individuals not directly involved in performance of the work, including children and pets, are prohibited from entering the premises.

The Contractor shall comply with all applicable federal, state, and local laws, regulations, permits, licensing requirements, and safety standards governing the transportation and handling of wastewater sludge. Upon request, the Contractor shall provide documentation demonstrating that drivers assigned to this contract possess all licenses, endorsements, certifications, and qualifications required.

The Contractor shall be available to provide hauling services seven (7) days per week and shall mobilize to perform the requested hauling services within twenty-four (24) hours after notification by AWWU, unless otherwise directed by AWWU. Weekend and holiday hauling may occasionally be required when unusually large quantities of sludge are generated. Such occurrences are expected to be infrequent.

Sludge hauling will normally occur Monday through Friday during the hours of 7:30 a.m. to 4:00 p.m. Loading activities must be completed no later than thirty (30) minutes prior to facility closing time. Deliveries to the Asplund Wastewater Treatment Facility must be completed no later than 8:00 p.m. Due to receiving constraints at the Asplund facility, no more than 16,000 gallons may be delivered per day.

AWWU will notify the Contractor when sludge storage levels reach approximately 80 inches (6,288 gallons) at the Girdwood facility. Should the Contractor be unable to respond before sludge storage levels reach approximately 90 inches (7,074 gallons), AWWU may obtain hauling services from another source as necessary to protect facility operations.

Sludge continues to be generated and transferred into storage tanks during loading operations at an approximate rate of ten (10) gallons per minute. Contractors should consider this ongoing inflow when preparing bids.

Each truck utilized under this contract shall be licensed as a sludge/septage hauler by the Municipal Health and Human Services Department. If a truck is also utilized for hauling residential septage or other materials, the Contractor shall ensure that the trucks will be solely used for MOA Sludge Hauling and absolutely no commingling of different waste types.

The truck(s) utilized for this work shall be configured as septage pumpers and equipped with a vacuum pump capable of loading sludge and evacuating fill hoses following loading operations. The vacuum system shall also be capable of operating as a blower to assist with sludge discharge.

The Contractor's equipment shall be capable of filling or emptying a truck within thirty (30) minutes. The truck(s) must be compatible with existing AWWU loading and unloading facilities. Any plumbing, hoses, valves, or related equipment necessary to ensure compatibility shall be provided by the Contractor at its expense.

The proposed truck(s) shall have a minimum hauling capacity of 3,200 gallons and shall be mechanically sound, free from fluid leaks, and compliant with all applicable federal, state, and local requirements. Heated storage for trucks is required to prevent excessive ice buildup during winter conditions. All venting, backflow, pressure relief, and related appurtenances shall remain functional and free from defects or ice accumulation.

Tractor/trailer hauling configurations may be utilized only upon prior approval by AWWU. Approval may be granted following demonstration that the proposed equipment can safely and effectively perform all required loading, transportation, and unloading operations.

The Contractor shall be responsible for loading and unloading its truck(s). To perform these functions, Contractor personnel may be required to operate pumps and valves owned by AWWU. AWWU will provide initial training regarding operation of this equipment.

Filling of Contractor trucks may be accomplished using either AWWU equipment or the Contractor's vacuum system, at AWWU's discretion. Any modifications proposed by the

Contractor to facilitate loading or unloading operations must receive prior approval from the Facility Superintendent before work is performed.

The Contractor shall be responsible for damage to Contractor-owned equipment and any damage caused to AWWU facilities or equipment resulting from Contractor actions.

Any sludge spill occurring on AWWU property shall be promptly cleaned up by the Contractor to the satisfaction of the Facility Superintendent. Any spill occurring on public roads or rights-of-way shall be immediately reported to the Alaska Department of Environmental Conservation and promptly cleaned up in accordance with applicable regulatory requirements. The AWWU Superintendent of the Girdwood WWTF shall also be notified.

#### FUEL SURCHARGES

No additional fuel surcharge will be permitted during the contract term. All fuel-related costs shall be included in the Contractor's unit price.

## **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.

|                                                                                 |                              |
|---------------------------------------------------------------------------------|------------------------------|
| <b><u>Commercial General Liability</u></b>                                      | <b><u>Minimum Limits</u></b> |
| 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                      |
|                                                                                 |                              |
| <b><u>Commercial Auto Liability</u></b>                                         | <b><u>Minimum Limits</u></b> |
| Combined single limit (Bodily Injury and Property Damage)                       | \$1,000,000                  |
| Including all owned, hired, and non-owned                                       |                              |
|                                                                                 |                              |
| <b><u>Workers Compensation and Employers Liability</u></b>                      | <b><u>Minimum Limits</u></b> |
| Per Alaska statute                                                              | \$500,000                    |
|                                                                                 |                              |
| <b><u>Errors and Omissions</u></b>                                              | <b><u>Minimum Limits</u></b> |
| Professional Liability<br>(Not required unless limits appear in space provided) |                              |
|                                                                                 |                              |
| <b><u>Umbrella Liability</u></b>                                                | <b><u>Minimum Limits</u></b> |
| (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

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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): \_\_\_\_\_

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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:

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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

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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

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☐ 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.