MUNICIPALITY OF ANCHORAGE

SERVICES/CONSTRUCTION/SUPPLIES CONTRACT

BID/RFQ NO. 2012B009
P.O. NO. 2012CLK052

NAME AND ADDRESS OF CONTRACTOR:

ESS Support Services
201 Post Rd.
Anchorage, AK 99501

Check appropriate line:

__________________ Individual
__________________ Partnership
X_________ Incorporated in the
State of ____________

NAME AND ADDRESS OF DEPARTMENT OR AGENCY OF THE MUNICIPALITY ADMINISTERING THIS CONTRACT: (If MASS OR MASSB applies this Department or Agency is referred to as the Owner).

Municipality of Anchorage
Office of the Municipal Clerk
632 W. 6th Ave, Suite 250
Anchorage, Alaska 99501

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

1. **Provide Temporary Employment and Payroll Services for Municipal Election Workers for the Municipality of Anchorage, Municipal Clerk.** This contract is in response to Invitation to Bid (ITB) 2012B009.

2. In the annual amount not to exceed **One Hundred Sixty Thousand and 00/100 Dollars ($160,000).**

The Municipality of Anchorage does not guarantee any minimum or maximum quantity of material to be processed under this contract.

3. The Contractor shall furnish all services, construction or supplies described above, for the amount stated, in strict accordance with the Contract Documents.
CONTRACT DOCUMENTS

I. All documents which are identified on the Invitation to Bid and are attached hereto. Exceptions:

II. This CONTRACT consisting of five pages.

III. N/A Municipality of Anchorage Standard Specifications, 2009 (MASS) as revised by the Request for Quotation.


N/A Municipality of Anchorage Standard Specifications are not applicable to this Contract.

IV. Addenda No. ___ through ___

V. Other:

Time Schedule for performance will be March 1, 2012 through February 28, 2013, with two (2) additional one-year renewal option periods remaining, at the same unit prices, upon mutual consent of both parties and lawful appropriation of funds.

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

MUNICIPALITY OF ANCHORAGE

By: 

Name: Ruick S. Hedden 

Title: Purchasing Officer 

Date: 3/25/12

CONTRACTOR

By: 

Name: Larry J. Weiks 

Title: COO 

Date: 03-01-2012 

IRS Tax Identification No.: 92-0096436

Tax Status: Taxable (X) 

Non-Taxable ( )
SUPPLEMENTARY PROVISIONS

Section 1. Independent Contractor.

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

Section 2. Compliance With Laws.

The Contractor shall comply with all statutes, ordinances and regulations governing its performance, and obtain all permits, licenses and other entitlements necessary to its performance. The Contractor shall pay all taxes related to its performance.


A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status or mental characteristics listed above. Such action shall include, without limitation, employment, 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.

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, marital status, or physical or mental handicap.

C. The Contractor shall comply with all applicable requirements of the Anchorage Office of Equal Employment Opportunity Contract Compliance.

D. The Contractor shall include the provisions of subsections A through C 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.

Section 4. Assignments.

Unless the Municipality provides otherwise in writing, any assignment by the Contractor of its interest in 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.


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.

Either party's failing 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.

Section 7. 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.

Section 8. 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.

Section 9. 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.

Section 10. 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.
THE FOLLOWING SECTIONS APPLY ONLY TO CONTRACTS NOT INCORPORATING THE MUNICIPALITY OF ANCHORAGE STANDARD SPECIFICATIONS (MASS OR MAASSB).

Section 11. Indemnity.

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

Section 12. Contract Interpretation.

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

A. Service/Construction/Supplies Contract

B. The Contractor's Bid Proposal;

C. Any Addenda;

D. The Special Provisions as set forth in the Request for Quotation;

E. The Supplementary Provisions;

F. The General Provisions as set forth in the Request for Quotation;
BID PROPOSAL

Item | Description | Unit Price | FOB Destination
--- | --- | --- | ---
1 | Provide Temporary Employment and Payroll Services for Municipal Election Workers. For payment terms of 10 days- discount .5% of total Bill | 27.85 % | Enter Percentage Bid Rate Here

The Employment Agency/Contractor's Percentage Bid shall be an "all inclusive" cost factored against the individual's hourly rate for a total compensation rate that will be paid by the Municipality to the Employment Agency/Contractor for each hour worked by the individual.

The percentage bid shall be inclusive of all employer costs (FICA, FUTA, Medicare, Unemployment Insurance, Workers Compensation, etc.); and all profit and overhead expenses/costs/fees of the employment agency/contractor.

The percentage bid rate shall be bid to include two (2) decimal points, such as 38.00% or 38.50%.

For purposes of bid evaluation, in the event of a tie between two bidders bidding the same percentage bid rate, the low bidder will be determined by the tossing of a coin by the Purchasing Officer or his designee. This procedure will be held in the office of the Purchasing Department. Tie bidders are invited to attend either at the office or via phone.

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

PERIOD OF PERFORMANCE
One-year from date of award with the option to renew for two (2) one-year option periods, at the same price, upon mutual consent of both parties.

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.

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

Larry Weihs
Printed Name

ESS Support Services
Printed Vendor Name

201 Post Rd.
Mailing Address

Anchorage, AK 99501
City, State, Zip Code

Date
02-20-2012

COO
Title

907-865-9825
Phone Number

907-865-9866
Fax Number
ADDENDUM TO INVITATION TO BID NO. 2012B009

Issue Date: 2-7-12
Time and Date of Opening: 11:00 A.M. Local Time, February 23, 2012
Buyer: David Coggins
Buyer Phone Number: 907-343-4289

ADDENDUM NO. 2
DATE ISSUED: February 15, 2012

ITB No. 2012B009 – Temporary Employment and Payroll Services for Municipal Election Workers
to the Municipality of Anchorage, Employee Relations Department.

The following change is hereby made to subject Invitation to Bid:

1. INCORPORATE: the attached changes identified as Addendum No. 2, dated February 15, 2012 consisting of one (1) page.

All other terms, conditions, and specifications remain unchanged.

Municipality of Anchorage reserves the right to accept or reject bids. Prices bid must be F.O.B. Destination. Municipality is exempt from Federal Excise Tax. Bids must be submitted to the Purchasing Officer prior to time set for opening. Any bids not received by the Purchasing Officer prior to that time will not be considered and will be returned. Time of receipt of bids will be as determined by the time stamp in the Purchasing Department, 632 W. 6th Avenue, Suite 520.

This Invitation to Bid is available electronically (.pdf) at the Municipality of Anchorage, Purchasing Office's website; http://muni.org/Departments/purchasing

THIS ADDENDUM MUST BE ACKNOWLEDGED IN SPACE PROVIDED ON BID PROPOSAL SHEET OR SIGNED AND RETURNED TO PURCHASING PRIOR TO TIME SET FOR BID OPENING IN ACCORDANCE WITH ANCHORAGE MUNICIPAL CODE 7.20.020C.

PLEASE ACKNOWLEDGE AND RETURN THIS ADDENDUM PRIOR TO THE DATE AND TIME SHOWN ABOVE OR YOUR BID MAY BE REJECTED.

Authorized Representative Signature: ___________________________ Date: 02-20-2012

Larry Weihs
Printed Name

ESS Support Services
Printed Vendor Name

MUNICIPALITY OF ANCHORAGE

Ronald S. Hadden
Purchasing Officer
ADDENDUM TO INVITATION TO BID NO. 2012B009

ADDENDUM NO. 1 DATE ISSUED: February 10, 2012

ITB No. 2012B009 – Temporary Employment and Payroll Services for Municipal Election Workers to the Municipality of Anchorage, Employee Relations Department.

The following change is hereby made to subject Invitation to Bid:

1. Replace Specifications, Page 13, in its entirety with the attached Specifications, Page 13, identified as Addendum No. 1, dated February 10, 2012.

All other terms, conditions, and specifications remain unchanged.

Municipality of Anchorage reserves the right to accept or reject bids. Prices bid must be F.O.B. Destination. Municipality is exempt from Federal Excise Tax. Bids must be submitted to the Purchasing Officer prior to time set for opening. Any bids not received by the Purchasing Officer prior to that time will not be considered and will be returned. Time of receipt of bids will be as determined by the time stamp in the Purchasing Department, 632 W. 6th Avenue, Suite 520.

This Invitation to Bid is available electronically (.pdf) at the Municipality of Anchorage, Purchasing Office’s website; http://muni.org/Departments/purchasing

THIS ADDENDUM MUST BE ACKNOWLEDGED IN SPACE PROVIDED ON BID PROPOSAL SHEET OR SIGNED AND RETURNED TO PURCHASING PRIOR TO TIME SET FOR BID OPENING IN ACCORDANCE WITH ANCHORAGE MUNICIPAL CODE 7.20.020C.

PLEASE ACKNOWLEDGE AND RETURN THIS ADDENDUM PRIOR TO THE DATE AND TIME SHOWN ABOVE OR YOUR BID MAY BE REJECTED.

Authorized Representative Signature Date

Larry Weihs
Printed Name

ESS Support Services
Printed Vendor Name

MUNICIPALITY OF ANCHORAGE

Ronald S. Hadden
Purchasing Officer
INVITATION TO BID NO. 2012B009

ITB No. 2012B009 – Temporary Employment and Payroll Services for Municipal Election Workers
to the Municipality of Anchorage, Employee Relations Department

Cover Sheet
General Provisions
Special Provisions
Bidder's Check List
Insurance
Bid Proposal
Specifications
Sample Contract

The Bid Proposal must be manually signed in space provided and returned with bid. Fax bids will NOT be accepted. Failure to comply with the above will cause your offer to be declared non-responsive.

Municipality of Anchorage reserves the right to accept or reject bids. Bids must be submitted to the Purchasing Officer prior to time set for opening. Any bids not received by the Purchasing Officer prior to that time will not be considered and will be returned. Time of receipt of bids will be as determined by the time stamp in the Purchasing Department, 632 W. 6th Avenue, Suite 520.

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

Questions regarding this solicitation MUST be submitted in writing by 4:00 P.M. Local Time, February 13, 2012 by either e-mail: wwpur@muni.org or fax: (907) 343-4595. Attention to the Buyer listed above and identified by the ITB No. and Title.

Bids shall be submitted on the forms furnished, must be the original and manually signed, and must comply with the Special Provisions. In order to ensure consideration; the bid must be submitted in a sealed envelope.

NO RESPONSIBILITY WILL ATTACH TO ANY OFFICER FOR THE PREMATURE OPENING OF, OR THE FAILURE TO OPEN A BID NOT PROPERLY ADDRESSED AND IDENTIFIED.

YOUR BID MUST BE RECEIVED BY THE PURCHASING OFFICER PRIOR TO THE DATE AND TIME SHOWN ABOVE OR YOUR BID WILL BE REJECTED.

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

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

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

MUNICIPALITY OF ANCHORAGE

Ronald S. Hadden
Purchasing Officer
GENERAL PROVISIONS

The attached provisions, as modified by any addendum hereto, shall 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 Officer.

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 shall give prior notification and obtain approval thereto from the Purchasing Officer.

5. The Municipality will not honor drafts for bills contracted. All accounts are paid by remittance by mail. No goods accepted on sight draft basis. The Municipality will not recognize assignments.


7. Materials purchased are subject to the approval of the Municipality and, if rejected, are held subject to the Vendor's risk and expenses incurred for their return as approved by the Purchasing Officer.

8. Purchase Order number MUST appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.

9. Memorandum of contents shall be enclosed in each box or package.

10. The vendor agrees to protect the Municipality 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.

11. If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.

12. It is agreed that the waiver or acceptance of any breach of any of the terms of this order shall not operate to relieve the Vendor of the responsibility herein under for any prior to subsequent breach.

13. All specifications and plans referred to in this order shall form a part of the contract.

14. 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.

15. Cash discount period on all invoices shall commence on the date the shipment is received by the Municipality. 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.

16. The Municipality is exempt from Federal Excise and Transportation Taxes. Exemption certificates will be furnished upon request.

17. 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.
18. ANTI-DISCRIMINATION: During the performance of this contract the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin.

(3) 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 shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) 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.

(5) 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 shall designate for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) 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.

(7) PURSUANT TO 7.50.040.A OF THE CONTRACT COMPLIANCE REGULATION: The successful bidder on awards of $50,000 or more shall comply with Contract Compliance Regulation 7.50.040.A. The successful bidder shall execute and return the required forms to the Municipality of Anchorage, Contract Compliance Office, 632 W. 6th Avenue, Suite 620, or P.O. Box 196650, Anchorage, Alaska 99519-6650 (907-343-4878) prior to award and execution of the contract. Refer to the website: http://www.muni.org/Departments/equal_opportunity/pages/default.aspx

(8) The contractor will include the provisions of paragraph (1) through (8) 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 Solicitation shall be considered non-responsive.

2. Any bids quoting other than F.O.B. Destination, including freight, will be considered non-responsive. Destination is: Municipal Clerk, 632 W. 6th Ave., Suite 250, Anchorage, AK 99501.

3. Bids may not be withdrawn for a period of forty-five (45) days from date of opening for purpose of evaluation and award.

4. The bidder shall indicate, on the proposed form, receipt of any and all Addenda issued by the owner. If any Addenda are issued pertaining to this Solicitation and subject Addenda are not acknowledged, bid will be considered non-responsive.

5. The Municipality shall not be responsible for bid preparation costs, nor for costs, including attorney fees, associated with any (administrative, judicial or otherwise) challenge to the determination of the lowest responsive and responsible bidder and/or award of contract, and/or rejection of bids. By submitting a bid, each bidder agrees to be bound in this respect and waives all claims to such costs and fees.

6. Each bid shall be submitted on the form provided by the owner or copy thereof. The Proposal Page must be the original and manually signed by an authorized representative. Faxed bids will not be accepted.

7. The Municipality of Anchorage 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.

8. Each bid shall be completely sealed in separate envelopes and must include the following, clearly and legibly written on the outside of the envelope:
   a. Bidder's Name (as indicated on Business License), Address, City, State, and Zip Code
   b. Municipality of Anchorage, Purchasing Department, 632 W. 6th Avenue, Anchorage, AK 99501
   c. Invitation to Bid #, Title and Buyer Name

9. Each and every bid submitted in accordance with these contract documents received prior to the time and date stated in the Solicitation (except any which may have been withdrawn in accordance with the specifications), will be publicly opened and read aloud. Informal quotations will be opened as specified.

10. Bids must be received by the Purchasing Officer prior to the time and date stated in the Solicitation. It is the responsibility of the Bidder to assure that their bid is delivered to the Purchasing Officer prior to time set for opening bids. Any bid received after the scheduled bid opening time will not be considered; will be held unopened until the time of award, and then returned to the bidder unless other disposition is requested or agreed to by the bidder. NO responsibility will be attached to any officer for the premature opening of or failure to open a bid not properly addressed and/or identified.

11. A bidder may withdraw, modify, or correct its offer after it has been deposited with the Purchasing Department provided the request for such withdraw, modification, or correction is received by the agent responsible for opening bids, in writing, before the time set for bid opening. The original offer, as modified by such written communication, will be considered as the offer submitted. Facsimile transmitted modifications shall not reveal the amount of the original or revised offer. If facsimile transmitted modifications are used, the modification must be signed by the same individual signing the original offer. No bidder shall be permitted to withdraw his offer after the time set for bids to be opened.

12. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Municipality of Anchorage, of equal substance and function. Any item quoted, as "equal" shall be accompanied by completed data and/or brochures to be used in evaluation.
SPECIAL PROVISIONS (Continued)

13. Alternate bids are not encouraged unless specifically requested. However, if an alternate bid is submitted, the Municipality of Anchorage shall have sole discretion in either accepting or rejecting each alternate offered.

14. The Office of the Purchasing Officer is located at 632 W. 6th Avenue, Suite 520, Anchorage, Alaska 99501, and is open for business from 8:00am to 12:00pm and 1:00pm to 5:00pm, Monday – Friday. Acceptance of special delivery mail is not available Saturday or Sunday.

15. The following will be held in the Office of the Purchasing Officer for discussion of the specifications:

<table>
<thead>
<tr>
<th>Event</th>
<th>Time</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Bid Conference at</td>
<td>11:00 A.M. Local Time</td>
<td>February 13, 2012</td>
</tr>
<tr>
<td>Bids Opened at</td>
<td>11:00 A.M. Local Time</td>
<td>February 23, 2012</td>
</tr>
<tr>
<td>Post-Bid Conference at</td>
<td>8:45 A.M. Local Time</td>
<td>February 24, 2012</td>
</tr>
</tbody>
</table>

16. 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.

17. The Municipality may reject any bid that is unbalanced if it is in the best interest of the Municipality to do so. A bid will be considered unbalanced, when in the opinion of the Purchasing Officer, the bid allocates a disproportionate share of costs to the price of one or more bid items and reduces the costs to the price 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 Municipality.

18. When the Bidding Documents contain a basic bid and additive alternates, the low Bidder shall 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 Officer may bypass any additive alternate whose selection would cause the Contract to exceed the funds available.

19. The Purchasing Officer shall 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 Municipality; (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.

PROMPT PAYMENT DISCOUNT

The Municipality will remit to the vendor on a "NET 30 DAY" basis on all valid invoices received except as noted below (only those marked with an "X" apply):

- CASH DISCOUNT: Bidders may offer a cash discount for prompt payment. Bidders are advised to state their cash discount percentage on the Bid Proposal page of this solicitation immediately following the phrase "Payment Terms Offered". The cash discount percentage, if offered, will be utilized to determine the final net price offered. The least payment time interval, acceptable to the Municipality, which will be considered in determining the net price offered, is "10 days".

- P-CARD: The Municipality desires to utilize the Municipal Procurement Card (credit card) under this contract for all individual purchases under $2,500. A cash discount for prompt payment may be offered for non-credit card purchases; but, the discount will not be utilized in determining the final net price offered. Bidders are advised to state their cash discount percentage on the Bid Proposal page of this solicitation immediately following the phrase "Payment Terms Offered".

NOTE: The cash discount period shall commence upon receipt and acceptance of the supply or service and receipt of a valid invoice, whichever occurs last.
BIDDER'S CHECK LIST

I. GENERAL

Bidders are advised that, 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 time, but prior to award. Bidders are hereby advised that failure to submit the documents shown and detailed on this sheet 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

☑ BID PROPOSAL: Page(s) 10. Page 10 must be the original and manually signed by an authorized representative.

☑ CHANGES: Erasures or other changes made to the Bid Proposal sheet must be initialed by the person signing the bid.

☑ ADDENDA: All addenda issued shall be acknowledged in the space provided on the Bid Proposal sheet or by manually signing the Addenda sheet and submitting it prior to the bid opening in accordance with Anchorage Municipal Code 7.20.020C.
INSURANCE

GENERAL: Before the execution of the contract, the Contractor shall obtain all insurance required under this section. The Contractor will not allow any subcontractor to commence work until the subcontractor shall have 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 must obtain separate insurance certificates for each contract.

ADDITIONAL INSURED: The Municipality of Anchorage must be listed as an additional insured on all Public Liability policies required by this contract, and the Contractor shall contain a waiver of subrogation against the Municipality except Professional Liability and Workers Compensation. All policies must remain in effect during the life of the contract. The Contractors insurance certificate must 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.

NOTICE TO "OUT-OF-STATE" CONTRACTORS WORKING IN ALASKA: The Contractor must 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.

PUBLIC LIABILITY: The Contractor shall purchase and maintain, in force, during the life of this contract such public 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. Such Public Liability insurance shall include coverage for:

- Commercial General Liability
  - Bodily Injury & Property Damage
  - Premises Operations
    - Independent Contractors
    - Completed Operations
    - Blanket Contractual
    - Broad Form Property Damage
    - Personal Injury
    - Professional Liability against Errors & Omissions

- Commercial Automobile Liability
  - Including all owned, hired and non-owned automobiles
  - Bodily Injury
  - Property Damage
  - Umbrella Liability Insurance
  - (Not required unless limits appear in space provided)

  Minimum Limits
  - Bodily Injury & Property Damage: $1,000,000.00 Each Occurrence
  - Premises Operations: $1,000,000.00 Aggregate
  - Commercial Automobile Liability: $500,000.00 Each Person
  - Umbrella Liability Insurance: $500,000.00 Each Occurrence

A Certificate of insurance, on the form furnished by the Owner, shall be completed and filed with the contract to be approved by the owner. Each certificate will state that the policy or policies have been endorsed whereby the insurance company will notify the owner of any material change, cancellation, non-renewal, or expirations of the insurance policy in writing not less than twenty (20) days prior to the effective date.
INSURANCE: (Continued)

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.

Only those paragraphs marked below will be applicable to this solicitation:

MASS
☐ MASS: The Municipality of Anchorage Standard Specifications, General Provisions, dated 2009, are hereby incorporated into this contract by reference. The Standard Specifications are not attached, but are available at the Office of the Purchasing Officer for a fee of $60.00.

BID BOND AND PERFORMANCE AND PAYMENT BOND
☐ BID BOND: Bidder shall submit with their bid, a bid bond accompanied by Power of Attorney, or certified check or cashier's check or cash in an amount of 5% of their total bid.
☐ SURETY BOND: If a Surety Bond is submitted and bidder is the successful bidder, upon award of the contract, they shall then furnish a payment bond equal to 25% of the contract price.
☐ CERTIFIED CHECK/CASH: If bidder submits a certified check or cash as a Bid Bond, is the successful bidder, and chooses to provide a payment bond from contract earnings, the following formula shall apply. A 25% cash payment bond is required. The 5% Bid Bond shall be held for sixty (60) days as part of the cash payment bond, at which time said Bid Bond shall be returned, provided performance is satisfactory. The 25% cash payment bond is being withheld from the first six monthly payments of the contract period. If, for any reason, the contractor defaults in the performance of this contract, these funds shall be used for payment of unpaid materials, labor and any other bills pertaining to the contract. Any funds remaining shall be returned to the contractor. If contractor successfully performs this contract to completion, the funds held on deposit shall be returned at the end of the contract without interest.

FIDELITY BOND
☐ FIDELITY BOND: Blanket Fidelity Bond in favor of Municipality of Anchorage $25,000.00 (minimum limit).

CONTRACT
☐ BONDS AND INSURANCE: The Bidder whose Bid is accepted shall execute the Contract and furnish the required bonds and insurance within five (5) working days after Notice of Award of the Contract is issued. The Contract shall be considered executed by the successful Bidder when three (3) copies of the Contract, signed by an authorized representative of the Contractor, the bond and required insurance are received by the Purchasing Officer. Failure or neglect of the Contractor to execute the Contract within the time specified may result in a forfeiture of the Bid Guarantee and award of the Contract to the next lowest Bidder.
☒ INSURANCE BEFORE AWARD: The bidder whose bid is accepted shall execute the Contract and furnish the required insurance before Award of the Contract.
Provide Temporary Employment & Payroll Services for Municipal Election Workers

Scope of Services

Description/Title
Provide temporary employment (temporary defined in section II) and payroll services for the Municipality of Anchorage’s (MOA) Annual Election (held the first Tuesday in April) and events preceding the election used for preparation. Employment services include the recruitment, verification, hiring, payroll and maintenance of records functions.

The Employment Agency/Contractor’s Percentage Bid shall be an “all inclusive” cost, which includes temporary Election Worker recruitment, communications regarding the Election with the election worker, payroll services and election worker compensation.

The percentage bid shall be inclusive of all employer costs (FICA, FUTA, Medicare, Unemployment Insurance, and Workers Compensation, if applicable) and all profit and overhead expenses/costs/fees of the employment agency/contractor.

The MOA will provide the successful bidder with a historical database of temporary election workers to be used as a pool of candidates to recruit from. Additionally, the MOA Clerk’s Office will provide samples of communications that have been used and a timeline/calendar that details deliverables. The Clerk’s office will act as a main point of contact for questions on process and procedure. It is required that the successful contractor meet with the Clerk’s Office designated lead at least weekly to discuss the project plan and status.

Specifications/Requirements

I. Background: The MOA is seeking an employment agency/contractor to provide temporary employment and payroll services for adequate staffing of the MOA Election locations. The Municipal Code states each polling location shall have no fewer than four (4) election workers, of which one must be a chairperson. There are 121 polling stations that must be staffed on Election Day in addition to absentee locations, the by-mail board and various miscellaneous other fulfilled positions maintained for voting up to two weeks prior. The contractor is responsible for ensuring that adequate staffing levels are maintained.

II. Employment Term: Election workers employed through the employment agency/contractor will generally be employed between the months of January and May. These election workers will be hired as temporary full time and temporary part time or a combination of both over the specified months. All time worked by the election worker will be compensated at a straight time hourly rate established by the Municipality. Based on the nature of the clerical duties, the majority of the election workers are hired to fulfill no more than 30 hours of work during their period of employment; the remainder work up to 4 weeks preceding the election and on Election Day.

Election workers are grouped into the following categories:

Polling Place (Election Day) Workers: 550-600 employees, required to attend 2 hrs of training and work Election Day in the following capacities:
- 119 chair people work Election Day, Training and Supply Pickup and are paid $10.00/hr.
- 12 Troubleshooters and Absentee Location workers are paid $12.00/hr.
- 20 Mail Board, Testing Board and Misc. Election Workers work up to 4 weeks prior to the Election and are paid $12.00/hr.
- Remaining employees are Polling Place Election Workers are paid $9.50/hr.
III. Selection and Hourly Rates: The employment agency/contractor shall be responsible for time tracking and compensation. The MOA will provide the employment agency/contractor a listing of previous election worker’s information. An hourly compensation rate for each election worker category is noted in paragraph II above. The hourly rate established by the Municipality shall be the hourly rate paid prior to payroll taxes and deductions and contractor fee are to be paid to the election worker and shall not be modified in any manner, as the rates are set according to 6 AAC 25.035.

The employment agency/contractor shall pay the election workers falling in the under 30 hour category one lump sum check no later than 2 weeks following the election. The election workers working temporary full time whose hours exceed 30 during the assigned period shall be paid by preference of the employment agency/contractor while complying with state and federal requirements.

IV. Responsible Employment: The MOA Clerk’s Office is responsible for final approval of all election workers employed under this agreement. The MOA reserves the right to deny and or terminate an election worker’s attendance at any time and will not compensate the contractor for any hours not worked by the terminated worker. The employment agency/contractor is liable and responsible for the behavioral actions of the election worker for employment purposes.

The employment agency/contractor is responsible for ensuring that adequate staffing levels are maintained throughout the election period. Staffing levels are defined as at least 4 people, including a chairperson, who must staff each polling place at all times.

The employment agency/contractor is responsible for ensuring that election workers adhere to Municipal policy and procedures, represent the Municipality in a professional manner, and follow the code of conduct/expectations provided by the MOA Clerk’s Office.

It shall be the employment agency/contractor’s duty to collect necessary tax forms and communicate with the election worker as to their payroll and tax information. The MOA through the employment agency/contractor shall provide the election worker with all other job related information, for example training time/hours, supply pickup/delivery and Election Day requirements.

All positions and job descriptions are attached and may be used for recruiting purposes. It is critical that the employment agency/contractor understand the nature of work to be performed and that the election worker has a clear understanding of job expectations.

V. Type of Employment: The anticipated work group to be employed under this agreement will be clerical in nature. The MOA will make the final determination to the election worker’s assignment/position and will notify the contractor.

VI. Equipment and Furnishings: The Municipality shall be responsible for providing all work requirements, elections supplies, specialty equipment and all other necessary tools that may be required by the election worker. The Municipality will not provide transportation for the election worker; however, Troubleshooters require the need for a car to perform their job duties and are compensated in mileage at the IRS established rate.

VII. Contract Term: The term of the agreement resulting from this solicitation shall be for a one-year period upon contract execution between the employment agency/contractor and the MOA. The agreement may be extended for two additional one-year option periods, subject to satisfactory performance; continued need by the MOA and mutual consent of both parties. Employment/payroll services provided under this agreement shall be on an "as required" basis. The estimated number
VIII. of election workers to be processed under this agreement is between five hundred (500) and seven hundred (700) per contract year. The percentage bid shall remain firm throughout the life of the contract.

IX. **Exclusive Agreement:** The resulting contract for temporary employment and payroll services shall not be an exclusive agreement. The MOA reserves the right to separately secure other clerical services through separate contract(s) or employment agreements as it deems necessary during the life of this contract.

X. **Record Keeping and Payment:** The employment agency/contractor as agreed upon by the MOA will utilize a timesheet for recording the number of hours an election worker worked. Timecards shall provide and ask for specific information to include place for signature of the election worker and MOA manager, supervisor or chairperson of the election worker, work start and stop times, and precinct location. Additional information needed by the employment agency/contractor can be added to the specified timesheet. The employment agency/contractor is responsible for auditing and maintaining accurate payroll records. Payroll for election workers falling under less than 30 hours shall be paid in one check to reflect hours worked after duties assigned have been completed. There shall be no accrual or payment of paid annual or sick leave, or paid holidays. Compensation to the fewer than 30 hours worked, election workers shall be on a straight time basis only for actual hours worked. Overtime will not apply in the fewer than 30 hours worked category. Election workers working over 30 hours in separate pay periods shall be paid at the preference of the Employment Agency/Contractor as agreed upon by the MOA. Overtime does apply if more than 40 hours a week is recorded.

XI. **Compensation of the Employment Agency/Contractor:** The percentage bid shall be an “all inclusive” cost to be factored against the election worker’s hourly rate for a total compensation rate that will be paid by the Municipality to the employment agency/contractor for each hour worked by the election worker. The percentage bid by the employment agency/contractor shall be inclusive of all employer costs (FICA, FUTA, Medicare, Unemployment insurance, Workers Compensation, etc. if applicable and all profit and overhead expenses/costs/fees of the employment agency/contractor. No additional compensation, fees, costs, or charges will be allowed or paid by the MOA to the employment agency/contractor.

**SPECIFICATIONS (Continued)**
MUNICIPALITY OF ANCHORAGE
CLASS SPECIFICATION

ELECTION WORKER I

CLASS CODE: 0102
SALARY PLAN: ELE
GRADE: 01

DEFINITION:
Provides Election Services/Voter Registration support for the Municipal Clerks Office. These workers generally work only the day of the election.

DUTIES
Obtain and confirm voter identity and attest by signature.
Issue appropriate ballot.
Ensure voter ballots are placed in the designated containers by voters.

MINIMUM QUALIFICATIONS:
Must be a registered voter. Must be able to follow job instructions accurately and carry out the duties of the Election Board. Must be able to organize and accurately process paperwork. **Must attend mandatory training.** Must remain non-partisan and unbiased throughout Election Day.

Note: Must be registered to vote 30 days before the Election. Residents 17 years and 9 months through any age can register. Must be 18 on Election Day to vote.

Original: 02-04-12
ELECTION WORKER II

CLASS SPECIFICATION

CLASS CODE: 0289
SALARY PLAN: ELE
GRADE: 03

DEFINITION:

Provides Election Services/Voter Registration support for the Municipal Clerks Office.

DUTIES

Election Worker General

Take inventory of election supplies at beginning and end of election
Pack election supply bags for supply pick-up

Trouble Shooter

Trouble shoot issues on Election Day
Take care of a designated area of precincts
Run needed supplies to designated precincts
Liaison between precincts and Election Coordinator/Clerk's Office.

MINIMUM QUALIFICATIONS:

Must be a registered voter. Must be able to follow job instructions accurately and carry out the duties of the Election Board. Must be able to organize and accurately process paperwork. Must attend mandatory training. Must remain non-partisan and unbiased throughout Election Day.

Note: Must be registered to vote 30 days before the Election. Residents 17 years and 9 months through any age can register. Must be 18 on Election Day to vote.

Original: 02-04-12
ELECTION WORKER III

DEFINITION:
Provides Election Services/Voter Registration support for the Municipal Clerks Office.

DUTIES

Absentee Polling Location Worker
Verify Voters are in the Precinct Registers by finding Voters address on elections map.
Determine appropriate ballot to issue and assist voters in filling out the absentee ballot envelope oath.
Obtain and confirm voter identity and attest by signature.
Complete Daily ballot accountability report for whole voting period.

Absentee by Mail Worker
Determine appropriate ballot style using maps and street index report and issue with voting instructions.
Enter all pertinent information into absentee by mail spreadsheet.
Create mail merge label for both main and return envelopes and send ballot through the mail.
Mark voter as receiving a ballot by mail in the precinct registers.
Receive, stamp with date received and process returned ballots by verifying voter eligibility in States VREMS database.
Organize batch alphabetically by last name for any corrections needed.
Proof spreadsheet against applications and make corrections as needed.
Submit correct spreadsheet and applications to Board Two
Complete Daily ballot accountability report for whole voting period.

MINIMUM QUALIFICATIONS:
Must be a registered voter. Must be able to follow job instructions accurately and carry out the duties of the Election Board. Must be able to organize and accurately process paperwork. Must attend mandatory training. Must remain non-partisan and unbiased throughout Election Day.

Note: Must be registered to vote 30 days before the Election. Residents 17 years and 9 months through any age can register. Must be 18 on Election Day to vote.

Original: 02-04-12
CLASS SPECIFICATION

ELECTION WORKER IV

DEFINITION:

Provides Election Services/Voter Registration support for the Municipal Clerks Office.

DUTIES

ACOVS Review/Testing Board

Perform AVOS Diagnostic Testing
Prepare AVOS for Municipal Election
Perform Logic and Accuracy Testing
Random selection Election Day accuracy ACOVS Test
Pack AVOS Machines into the Election Totes

MINIMUM QUALIFICATIONS:

Must be a registered voter. Must be able to follow job instructions accurately and carry out the duties of the Election Board. Must be able to organize and accurately process paperwork. **Must attend mandatory training.** Must remain non-partisan and unbiased throughout Election Day.

**Note:** Must be registered to vote 30 days before the Election. Residents 17 years and 9 months through any age can register. Must be 18 on Election Day to vote.

Original: 02-04-12
Vendor Contract

Municipality of Anchorage
Purchasing Department
P.O. Box 196650
632 W. 6th Avenue, Suite 520
Anchorage, AK 99519-6650

Vendor: 0000124548
ESS Labor Services
201 Post Road
Anchorage, AK 99501

Bill To: Municipal Clerk
632 W. 6th Avenue, Suite 250
Anchorage, AK 99501

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Contract term information:

This Vendor Contract is effective for the period from March 1, 2012 through February 28, 2013, with two (2) additional one-year renewal options based upon satisfactory performance of vendor, mutual agreement of both parties and lawful appropriation of funds.

Total amount of this Vendor Contract shall not exceed $160,000/year. The Municipality expects, but does not guarantee, to expend the value amount listed on this contract.

All terms, conditions, plans, specifications (and Addenda) set forth in Invitation to Bid Number 2012B009 and resulting Bid are hereby incorporated in and made a part of this Vendor Contract.

Authorized Signature

All shipments, shipping papers, invoices, and correspondence must be identified with our Vendor Contract Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.