

MUNICIPALITY OF ANCHORAGE**PURCHASING DEPARTMENT****PHONE (907) 343-4590 - FAX (907) 343-4595**Mailing Address
P.O. Box 196650
Anchorage, AK 99519-6650Physical Address
632 W. 6th Avenue, Suite 520
Anchorage, AK 99501**REQUEST FOR QUOTATION NO. 2022Q047**RFQ No. **2022Q047** – Provide Vehicle Appraisal on an “As Required” Basis to the Municipality of Anchorage, Multiple Departments.

Date of Request	Reply Must Be Received Prior To	Buyer	Buyer Phone Number
12/1/2022	1:00 P.M. Local Time, December 15, 2022	Jared Brunelle	907-343-6498

THIS IS NOT AN ORDER
PLEASE QUOTE AT ONCE ON THE FOLLOWING AND SPECIFY YOUR DELIVERY DATE

Cover Sheet	Page	1
Quote Proposal	Pages	2 - 3
General Provision	Page	4
Insurance	Page	5 - 7
Specifications	Consisting of 3 pages	
Sample Contract	Consisting of 5 pages	

Quote must be submitted on Quote Proposal Page 2 & 3 along with all required information per attached Specifications.

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

Questions regarding this RFQ **will** be submitted in writing via email to wwpur@muni.org. Written questions **will** be received no later than **1:00 P.M. Alaska Time, December 8, 2022**. Questions will include the Buyer's name, the RFQ number and RFQ Title, on the subject line.

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


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

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

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

MUNICIPALITY OF ANCHORAGE

Phone: 907-343-4590
Office Hours: 8:00 - 5:00 M-F
Excluding Municipal Holidays


Jared Brunelle
Junior Buyer

QUOTE PROPOSAL

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Vehicle Appraisal Services, for All Standard Automobiles, including but not limited to: Van's Crossovers, SUVs, Light Duty Trucks (to include up to 1 Ton capacity), all Police & Fire Specialty vehicles within these same classifications and sizes per the attached specifications.	20	EA	\$ _____	\$ _____
2	Total Loss Evaluation, per attached specifications.	5	EA	\$ _____	\$ _____
3	Salvage Value Determination, per the attached specifications.	5	EA	\$ _____	\$ _____
4	Appraisal Services for All Medium & Heavy Duty Trucks, including but not limited to: all Fire Fighting Apparatuses, Heavy Equipment (graders, loader, forklifts, backhoes, street sweepers) Boats, Snow Machines, 4-Wheelers, Tractors, Trailers & Buses, per the attached specifications.	10	EA	\$ _____	\$ _____
5	Total Loss Evaluation, per attached specifications.	5	EA	\$ _____	\$ _____
6	Salvage Value Determination, per the attached specifications.	5	EA	\$ _____	\$ _____
				Total Items 1-6	\$ _____

QUOTE PROPOSAL – CONTINUED

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

The bidder will accept CREDIT CARDS for purchases against this RFQ

- Yes
- No

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

Authorized Representative Signature

Date

Printed Name

Title

Printed Vendor Name

Phone Number

Mailing Address

Fax Number

City, State, Zip Code

Company Email Address

Physical Address of Company (if different from above)

City, State, Zip Code

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

GENERAL PROVISIONS

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

- ☑ Quote MUST be submitted on the Quote Proposal Page 2 and 3 of this RFQ
- ☑ Shipping is FOB destination (include shipping cost in quote)
- ☑ Quoted prices may not be withdrawn or changed for a period of thirty (30) days
- ☑ Payment terms are Net/30
- ☑ Provide proof of experience in performing appraisal services (State or nationally recognized license for appraisers list of customers with phone numbers and a point of contact.)
- ☑ Provide proof of Alaska State Business License covering equipment/vehicle damage software appraisal program.
- ☑ Provide proof that appraisal will be done using nationally recognized computer-based software appraisal program

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

Period of Performance

Period of performance will be on an “as required” basis from January 1st, 2023 to December 31, 2024, unless terminated sooner, with an option to renew for two (2) additional one (1)-year periods **at the same unit price(s)**, upon mutual consent of both parties and lawful appropriation of funds.

ANTI-DISCRIMINATION CLAUSE: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action will include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code

INSURANCE

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

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

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

WORKERS COMPENSATION: The Contractor will purchase and maintain during the life of this contract, workers compensation insurance for all employees who will work on this project and, if any work is sublet, the Contractor will require the subcontractor similarly to provide such insurance. Employers' Liability with a minimum limit of \$500,000 will be maintained and Workers Compensation with minimum limits as required by Alaska State Workers Compensation Statutes. The policy will contain a waiver of subrogation against the Municipality.

NOTICE TO "OUT-OF-STATE" CONTRACTORS WORKING IN ALASKA: The Contractor will provide evidence of Workers Compensation insurance, either State of Alaska Workers Compensation coverage or an endorsement to the Contractor's home state Workers Compensation policy, evidencing coverage for "other states" including Alaska, prior to execution of a contract or, if approved, before commencement of contract performance in Alaska.

GENERAL LIABILITY: The Contractor will purchase and maintain, in force, during the life of this contract such general liability insurance as will protect the Owner and the Contractor against losses which may result from claims for damages for bodily injury, including accidental death, as well as from claims for property damages which may arise from any operations under this contract whether such operations be those of the Contractor, a subcontractor or anyone directly or indirectly employed by either of them.

<u>Commercial General Liability</u>	<u>Minimum Limits</u>
Products/Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Medical Payments	\$5,000
<u>Commercial Auto Liability</u>	<u>Minimum Limits</u>
Combined single limit (Bodily Injury and Property Damage)	\$1,000,000
Including all owned, hired, and non-owned	
<u>Workers Compensation and Employers Liability</u>	<u>Minimum Limits</u>
Per Alaska statute	\$500,000
<u>Errors and Omissions</u>	<u>Minimum Limits</u>
Professional Liability (Not required unless limits appear in space provided)	limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
<u>Umbrella Liability</u>	<u>Minimum Limits</u>
(Not required unless limits appear in space provided)	
\$ _____ S.I.R.	

Each insurance policy required by this section will require the insurer to give advance notice to the MOA/Contract Administrator prior to the cancellation of the policy. IF the insurer does not notify the MOA upon policy cancellation, it will be the Contractor's responsibility to notify the MOA of such cancellation.

COMPLIANCE WITH LAWS

The Contractor will observe and abide by all applicable laws, regulations, ordinances and other rules of the State of Alaska and/or any political subdivisions thereof, or any other duly constituted public authority wherein work is done or services performed, and further agrees to indemnify and save the Municipality of Anchorage harmless from any and all liability or penalty which may be imposed or asserted by reason of the Contractor's failure or alleged failure to observe and abide thereby.

(Remainder of Page Initially left Blank)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C,</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C,	E-MAIL ADDRESS:									
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULE D AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS- DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below N / A						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">WC STATUTORY LIMITS</td> <td style="width: 30%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA	\$	E.L. DISEASE - POLICY LIMIT	\$
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E.L. DISEASE - POLICY LIMIT	\$														

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

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

CERTIFICATE HOLDER

CANCELLATION

	<p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>Authorized Representative</p>
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Vehicle/Equipment Appraisal Services

Specifications

Scope of Work

The intent of this solicitation is to establish an annual service contract for providing equipment/vehicle body repair cost estimates and professional services from an independent, outside party to conduct municipal vehicle appraisals for various Municipality of Anchorage owned fleets. All services offered must meet or exceed applicable industry standards. The following specifications provide background information, as well as an outline of the specific requirements for this solicitation.

Specifications

A. Qualifications:

1. *Contractor must be currently operating an appraisal service within the Anchorage Bowl.*
2. *Minimum of two (2) years experience in performing equipment/vehicle damage appraisals similar to the type described in these specifications*
3. *Provide proof of experience in performing appraisal services (i.e. State or nationally recognized license for appraisers; list of customers with phone numbers and a point of contact.)*
4. *Provide proof of Alaska State Business License covering equipment/vehicle damage appraisal.*
5. *Provide proof that appraisals will be done using a nationally recognized computer based software appraisal program.*

****The documentation listed above is required to be submitted with your quote.****

B. Fleet Composition

The various Municipal fleets represent various manufacturers, models, and classes of equipment. The equipment is manufactured from 1970's to current model year by, but not limited to, GMC, Chevrolet, Ford, Chrysler, Dodge, Toyota, Honda, International, Freightliner, Kenworth, Peterbilt, Western Star, Caterpillar, Case, John Deere, New Flyer Buses, Volvo and various trailer manufacturers. This is not a mandatory contract: the Municipality of Anchorage reserves the right to utilize its own computer based software appraisal program to appraise vehicles, when applicable.

C. Appraisals

1. All appraisals will be conducted at the various Municipal fleet locations which will be specified at the time of request for appraisal services or prearranged site.
2. Prices listed on the quote proposal will be for all vehicles and equipment regardless of size, year, make or model for the categories listed. Contractor may not charge any additional fees for performing appraisals. All offeror's are specifically encouraged to take this into consideration before submitting an offer. The Municipality of Anchorage will not entertain offers that include fees for mileage or fuel surcharges all rates offered will be all-inclusive.

1. After responding to the initial request for appraisal services, a complete appraisal package will be furnished to the respective Municipal designated representative within 48-hours of the initial site visit consisting of the following:
 - (a) An original appraisal sheet of repair damages and one copy with details of repair estimate itemizing parts, labor and associated costs.
 - (b) Two (2) color photographs of the damage, one an overall view and one a close-up of the most severe damage. These photos will either be 35mm or digital imaging type.
 - (c) All estimates will utilize new Original Equipment Manufacturer (OEM) parts for evaluation.
 - (d) In the event that any special equipment and/or accessories are damaged (i.e. Police Accessories, Decals) these will be evaluated at the current contractor holder's pricing, these rates will be provided to the Contractor upon request. The labor associated with the installation or removal of above equipment will be calculated as listed in item 4(c).
 - (e) Appraisals indicating damage uneconomical and/or unsafe to repair shall be marked "TOTALLED." If an item has been determined to be "TOTALLED," the Contractor will not process a Total Loss Market Valuation or a Salvage Evaluation unless specifically requested by the Municipal Department or Utility who requested the appraisal.
 - (f) Appraisals indicating vehicles may have hidden damage where the appraiser is unable to identify may require a supplemental appraisal performed. No additional fees or charges may be assessed by the Contractor for processing any such supplemental appraisals.
 - (g) There will be no additional cost to the Municipality if appraiser is subpoenaed to appear in court to explain and or justify estimates.
 - (h) Failure to provide the appraisal package within the time frame specified will be considered non-performance of the specifications and may be used as cause for termination.
 - (i) At the time of inspection of a damaged vehicle or equipment, the requesting agency will inform the appraiser if the agency intends on providing the repair facility any replacement parts. In these cases, the Contractor will annotate in the appraisal the parts to be supplied by the agency and ensure the appraisal lists no-charge for these parts.
2. Total Loss Market Valuation Report is a report providing a comparison showing current market value of the vehicle and/or equipment and the source of comparison shall be noted on the appraisal or furnished on the appraisal firm's letterhead. All Total Loss Market Valuation Reports will also include a Salvage Value Determination and, prior to the Contractor processing, this report must be requested by the Municipal Department or Utility. Contractor will not perform these evaluations unless specifically requested by the Municipal Department or Utility.

D. Appraisal Fee Structure

1. The appraisal cost will be a single standard fee per estimate of damages (regardless of vehicle, truck, or equipment type), including: photographs, mileage, fuel surcharges, and all other costs associated with performing the appraisals.
2. No additional charges or payments will be made for supplemental appraisals or photographs.
3. The appraisal fee is to remain the same throughout the contract term.

4. A multiple vehicle appraisal discount of 10% will apply to the single estimate fee for all appraisals done during the same visit, if the requesting agency has multiple vehicles to be done on the same day at the same time.

E. Inflated Appraisals

1. Over or under inflated appraisals are appraisals submitted by the Contractor where the appraisal is either 10% lower or greater than the actual cost of the work performed.
2. The Municipality of Anchorage requires appraisals to be true and accurate. Repeated over or under inflated appraisals may be used as cause for termination.

Departmental Provisions

Contract Administration: The administration of this contract is the responsibility of Jared Brunelle, Junior Buyer, and Purchasing Department, Phone 907-343-6498.

Reporting Requirements: The vendor shall provide the Municipal Purchasing Department a report of all orders indicating the quantity, description, and total cost of each item on an annual basis. The report shall be delivered/mailed to the Purchasing Department.

Reports shall be addressed and delivered as follows:

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

F.O.B. Point: F.O.B. point shall be final destination at all locations within the municipal boundaries (Eklutna to Girdwood). The vendor shall bear the full burden of providing services at all specified locations for the prices as offered by the Contractor in the Contractor's Quote Proposal.

Pricing: The prices listed in the vendor's quote proposal are for providing appraisal services at any location within the Municipal boundaries specified at the time the request for services is submitted. The prices include all labor, transportation costs, preparation costs, and other related costs of providing complete appraisal services.

Invoices: Invoices must be sent directly to the ordering department/utility's address as shown on the individual Work Order. The ordering department/utility will only make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering department/utility.

CONTRACT SERVICE/SUPPLY

NAME AND ADDRESS OF CONTRACTOR

NAME AND ADDRESS OF DEPARTMENT OR AGENCY OF THE MUNICIPALITY ADMINISTERING THIS CONTRACT:

**MUNICIPALITY OF ANCHORAGE
ANCHORAGE, AK 99510**

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

1. **Scope of the Contract**

.....in accordance with the attached Scope of Work or Specifications.

2. **Total Contract Value**

The not to exceed contract amount is _____ **Dollars (\$ _____)**. **This is a non-encumbering contract. Purchase Orders will be issued to fund projects/services applicable to this contract. Contractor shall not begin work authorized under this Contract until a purchase order is issued.** The Municipality of Anchorage does not guarantee any minimum or maximum quantity of material or services to be processed under this contract. The Contractor shall furnish all services described above, for the amount stated, in strict accordance with the Contract Documents.

3. **Period of Performance**

Time Schedule for performance shall be Month X, XXXX through Month X, XXXX, with an option to renew for X (#) additional one (1)-year periods, upon mutual consent of both parties and lawful appropriation of funds.

4. **Contract Documents**

A. All documents, including but not limited to Specifications, Statements of Work, General and Special Provisions, Bid Proposal, Insurance Requirements, and Addendums, of Invitation to Bid # _____ are attached and incorporated by reference.

B. Other _____

5. **Independent Contractor**

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

6. Compliance with Laws

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this contract. All actions taken by the Contractor under this contract shall comply with all applicable statutes, ordinances, rules, and regulations. The Contractor shall pay all taxes pertaining to its performance under this contract.

7. Equal Employment Opportunity Contract Compliance

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status or mental or physical handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The contractor will comply with all laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.
- B. The Contractor shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or gender identity, marital status, or physical or mental handicap.
- C. The Contractor shall include the provisions of subsections A and B of this section in every subcontract or purchase order under this contract, so as to be binding upon every subcontractor or vendor of the Contractor under this contract.

8. Assignments

Unless the Municipality provides otherwise in writing, any assignment by the Contractor of its interest of any part of this contract or any delegation of its duties shall be void, and permit the Municipality to terminate this contract without liability for work performed.

9. Ownership, Publications, Reproduction and Use of Material

Unless the Municipality provides otherwise in writing, all data, documents and materials that the Contractor produces shall be the property of the Municipality, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. This exclusive right does not apply to any materials presently in the public domain or not subject to copyright.

10. Nonwaiver

The failure of either party to enforce a provision of this contract does not waive the provision or affect the validity of the contract or a party's rights to enforce any provision of the contract.

11. Jurisdiction and Choice of Law

Any civil action arising from this contract shall be brought in the trial courts for the Third Judicial District of the State of Alaska at Anchorage. The law of the State of Alaska governs this contract.

12. Integration

This document and all documents incorporated in it by reference are the entire agreement of the parties, and supersede all previous communications, representations, or agreements regarding this subject, whether oral or written, between the parties.

13. Termination of the Contractor's Services

The Contractor's services may be terminated in whole or in part:

- A. By mutual consent of the parties.
- B. For the convenience of Anchorage, provided that Anchorage notifies the Contractor, in writing, of its intent to terminate under this paragraph at least 15 days prior to the effective date of the termination.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within fifteen (15) days after receiving the notice.

14. Duties Upon Termination

- A. If Anchorage terminates the Contractor's services for convenience, Anchorage shall pay the Contractor for unpaid services rendered to date of termination. Such payment shall constitute the Contractor's only right to compensation for Anchorage's decision to terminate for convenience.
- B. If the Contractor's services are terminated for cause, Anchorage shall pay the Contractor for all contractual services satisfactorily rendered prior to termination less any damages suffered by Anchorage because of the Contractor's failure to perform satisfactorily. Such payment shall constitute the Contractor's only right to compensation from Anchorage.
- C. If the Contractor receives payment exceeding the amount to which it is entitled under Subsection A or B of this section, he shall remit the excess to the Administrator within thirty (30) days.
- D. If the Contractor's services are terminated, for whatever reason, the Contractor shall receive no compensation under this contract, other than that explicitly allowed under this section.

15. Stop Work Order

The MOA may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the MOA shall either:

- A. Cancel the stop-work order; or
- B. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience, clause of this contract.

If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The MOA shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:

- A. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- B. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the MOA decides the facts justify the action, the MOA may receive and act upon the claim submitted at any time before final payment under this contract.

If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the MOA, the MOA shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

If a stop-work order is not canceled and the work covered by the order is terminated for default, the MOA shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

16. **Indemnity**

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

17. **Contract Interpretation**

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

- A. The Contract
- B. All Addenda
- C. The General and Special Provisions as set forth in the Invitation to Bid No. _____
- D. The Specifications
- E. The Contractor's Bid Proposal

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

MUNICIPALITY OF ANCHORAGE

VENDOR NAME

Signature

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date

