

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. 2023Q003**

RFQ No. **2023Q003** – **Furnish Sodium Hypochlorite on an “As Needed” Basis** to the Municipality of Anchorage, Anchorage Water and Wastewater Utility, Girdwood Wastewater Treatment Facility.

Date of Request	Reply Must Be Received Prior To	Buyer	Buyer Phone Number
02/2/2023	12:00 P.M. Local Time, February 15, 2023	Vanisha Wyche	907-343-4590

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

Cover Sheet	Page	1
Quote Proposal	Page	2
General Provision	Page	3
Insurance	Pages	4 – 6
Specifications	Consisting of	3 Pages
Sample Contract	Consisting of	5 Pages

Quote must be submitted on Quote Proposal Page 2 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 **12:00 P.M. Alaska Time, February 7, 2023**. 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

Phone: 907-343-4590

Office Hours: 8:00 - 5:00 M-F

Excluding Municipal Holidays

MUNICIPALITY OF ANCHORAGE



Vanisha Wyche
Buyer

QUOTE PROPOSAL

Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Sodium Hypochlorite 12.5, FOB Destination Per specifications.	35 Totes per year (318 Gal Totes)	3650 Gallons	\$ _____	\$ _____
Packaging and shipping of all hypochlorite shall conform to the current federal, state, and local regulations. All product containers exhibiting damage will not be accepted and will be returned, at vendor's expense.					

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 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

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 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.

PERIOD OF PERFORMANCE

Period of performance will be on an “as required” basis from Contract award to February 14, 2024, unless terminated sooner, with an option to renew for (4) additional one (1)-year periods at the same unit price(s), upon mutual consent of both parties and lawful appropriation of funds.

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.

INSURANCE REQUIRED BEFORE AWARD:

Winning Bidder will provide a copy of the required insurance

DELIVERY LOCATION:

Deliver to: Municipality of Anchorage,
Girdwood Wastewater Treatment Facility
238 Ruane Rd.
Girdwood, Alaska 99587

DELIVERY REQUIREMENTS

The palletized drums will be delivered to the Girdwood Water and Wastewater Treatment Facility. AWWU personnel will notify the vendor by telephone a minimum of 24-hours prior to the required delivery. The vendor shall make delivery within 24-hours after receipt of notification from authorized AWWU personnel. The receipt will be used to track the reimbursements for previous drum deposits. Delivery of chemicals to the facilities must be between the hours of 8:00 a.m. and 3:00 p.m. Monday - Friday

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, No, Ext):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No, Ext):	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: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">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 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Authorized Representative
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Treatment Division
Specifications
Sodium Hypochlorite

FACILITY	CHEMICAL	ESTIMATED QUANTITY	UNIT
Girdwood Wastewater Treatment Facility	Sodium Hypochlorite 12.5%	35 Totes, per year (318 Gal Totes)	3650 Gallons

THESE QUANTITIES ARE ESTIMATES ONLY – AWWU does not guarantee any minimum or maximum purchase quantities or dollar amount under any contract resulting from this solicitation.

Sodium Hypochlorite Requirements: The Sodium Hypochlorite shall be required to meet or exceed all requirements of American Water Works Association (AWWA) Standard Specification No. 8300-10. Certification by independent laboratories other than those cited above may be acceptable. Acceptance or rejection of a certification by a laboratory other than those listed is at AWWU's sole discretion.

The Sodium Hypochlorite shall contain no soluble materials or organic substances in quantities capable of producing injurious or deleterious effects on the health of those consuming any water which is treated in accordance with the prescribed practices of the water utility industry. Further, it shall contain no impurities which would produce an unpleasant taste and or odor in AWWU Water's clean water system in the absence of chlorine or when used in combination with chlorine in such concentrations as may be required under any condition for treatment of a potable water supply.

General Conditions of Awarded Contract

1. Physical Requirements:

The Sodium Hypochlorite is a clear white pale yellow 12.5% by weight (NaOCl)

2. Chemical Requirements:

The Sodium Hypochlorite shall have a minimum 12.5% with minimal decomposition. Sodium Hypochlorite solution shall conform ANSI/AWWA Standard 8-300.

Available chlorine (percent by weight) minimum:	12.5
Specific gravity (@. 20°C:	1.19 -1.2
Liquid Color:	clear to white-pale yellow
Insoluble matter (percent by weight), maximum:	0.15
Total free alkali (NaOH) (percent by weight):	0.4 -1.5
Deterioration of available Cl after 20 days (percent by weight)maximum:	5
pH, minimum:	11.5

3. Packaging Requirements:

Packaging and shipping of all hypochlorite shall conform to the current federal, state, and local regulations. All product containers exhibiting damage will not be accepted and will be returned, at vendor's expense.

4. Period of Performance:

The contract shall be in effect for a period of one (1) year from date of award, with an option to renew for Four (4) additional one (1) year option periods, at the same unit price, upon satisfactory performance of the contractor, and mutual consent of both parties. Renewals are subject to mutual consent of both parties, and annual appropriation of funding.

5. Product Data Sheets:

Vendors must provide a Product Data Sheet for all the above referenced chemicals with their bid, or within 3 days upon request if not submitted with their bid.

6. Delivery Requirements:

Chemical will be delivered to Girdwood Wastewater Facility at 238 Ruane Road, Girdwood, Alaska 99587.

AWWU personnel will notify the vendor by telephone a minimum of 24-hours prior to the required delivery. The vendor shall make delivery within 24-hours after receipt of notification from authorized AWWU personnel. The receipt will be used to track the reimbursements for previous drum deposits. Delivery of chemicals to the facilities must be between the hours of 8:00 a.m. and 3:00 p.m. Monday - Friday

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

