



**Finance Department, Purchasing Division**

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**RFP No. 22-123**

**Phase I of the Juneau Townsite Historic Building Survey & Inventory for  
City & Borough of Juneau, Community Development Department**

**Issued By:** Mary Johns, Buyer

**Issue Date:** October 8, 2021

**Contact.** CBJ Purchasing Division of Finance is the Sole Point of Contact for all matters pertaining to this solicitation. **Please refrain from contacting any departmental or divisional contacts listed in the RFP.**

**Questions.** **NOTE: There will not be a Pre-Proposal Teleconference for this project. Consultants planning to respond are highly encouraged to submit any questions, in writing ASAP so that they may be addressed and responded to timely.** Submit any interpretation requests in writing, noting issuing buyer, solicitation number and title, via email to [purchasing@juneau.org](mailto:purchasing@juneau.org) or the Public Purchase "Ask Questions" link or Fax to (907) 586-4561. **The deadline for any/all questions, concerns or objections to any of the RFP deliverables or directions is seven (7) calendar days prior to the RFP Deadline. No oral interpretations will be made.**

**Deadline for Proposals. November 3, 2021 prior to 2:00 p.m., AK Time**

**Submission.** Timely responses are to be submitted electronically. CBJ uses [Public Purchase](#) for eProcurement submittal services. Register online prior to submitting. Submit one (1) signed complete electronic copy in PDF format. For more information visit [www.publicpurchase.com](http://www.publicpurchase.com).

**To Respond, Proposers must complete the free, easy, and quick online registration.**

- *Registration is a two-step process; be sure to complete both steps.*
- *Get help registering using the [Public Purchase Help Menu Tab](#).*
- *Register early to avoid missing a deadline as Registration may take up to 24-hours to complete.*

**About Juneau.** Located in the panhandle of southeastern Alaska, the City and Borough of Juneau (CBJ or City) consists of 3,250 square miles and is only accessible by air or sea. Juneau is Alaska's capital and has a population of approximately 31,000 people. Juneau is a temperate rain forest and receives around 92 inches of annual precipitation. For more information on Juneau, visit CBJ's Website at: <https://juneau.org/manager/visitor-information>

**Intent & Purpose.** It is the intent of the City and Borough of Juneau (City or CBJ) to enter into a contract with a qualified, responsive and responsible Proposer who has sufficient staff and resources able to produce a comprehensive report as detailed in the RFP deliverables with the direction of the CBJ Community Development Department. CBJ is soliciting for competitive proposals from experienced consultants to perform two separate Phases of work of an intensive-level building survey for the historic Juneau Townsite Neighborhood.

**The survey will be divided into TWO PHASES** – Phase I will survey historic buildings in Quadrants 1 and 2; and Phase II will survey Quadrants 3 and 4.

**This RFP is for Phase I only of the project; however, responding consultants should be aware that for purposes of continuity, CBJ intends to continue the work for Phase 2 with the same consultant that is awarded Phase 1 or the project.**

*CBJ intends to fund Phase 2 with future grant funds and therefore the work for this project is not guaranteed, but it is anticipated. When/if grant funds are made available for Phase 2; an amendment to the Phase 1 contract will be issued using the Changes provision of the CBJ standard contract. The direct details of the amendment will be negotiated, will detail the SOW and include any rudimentary changes that would be necessary to complete Phase 2.*

- **Quadrant 1** – 26 buildings (23 of the buildings were surveyed in the 1988 reconnaissance-level survey; includes Dimond Courthouse Complex)
- **Quadrant 2** – 23 buildings (16 of the buildings were surveyed in the 1988 reconnaissance-level survey; includes St. Nicholas Orthodox Church and St. Ann's church and hospital building)
- **Quadrant 3** – 22 buildings (all buildings were surveyed in 1988 reconnaissance-level survey; includes Alaska State Capital Building and Capital School building)
- **Quadrant 4** – 23 buildings (all building were surveyed in the 1988 reconnaissance-level survey; includes mostly residential buildings)

**Contract Period.** The contract period will be from date of award through the anticipated project completion of by or before August 31, 2022. *It is estimated that the awarded Proposer will be able to complete the project within ninety (90) days of award.*

**Grant Funding & Budget.** Funding for this procurement is to be provided by the State of Alaska Office of History and Archaeology Historic Preservation Fund (HPF # 21005). ***Due to grant limitation, the contract price for this project cannot exceed \$24,000.*** Funding for any additional work beyond what is specified would be dependent upon the CBJ's ability to secure additional grant disbursements. Awarded Consultant must meet the Secretary of the Interior's professional qualification standards as described in [36 CFR 61](#).

**Contract Administration & Compliance.** In an effort to maintain the expected level of services and ensure that the Contractor is fulfilling all duties and reporting requirements, CBJ will assign Allison Eddins, Planner II or other designee as Contract Administrator for this project.

**Review of General Terms & Conditions, Insurance & Contract.** Attached to this RFP are documents required for this project (ATTACHMENTS A, B & C). Contractor should carefully review all these attachments. Awarded Contractor is expected to comply with these requirements.

**Negotiations & Award.** Following the posting of evaluations and scoring, the successful Proposer may be invited to enter into contract negotiations with the City. If held, negotiations will be within the scope of the RFP and limited to those items, which would not have an effect on the ranking of proposals. If an agreement cannot be reached during the negotiation process, the City will notify the Proposer and terminate the negotiations. Negotiations may then be conducted with the next Proposer in the order of its respective ranking. Upon conclusion of successful negotiations and compliance with any pre-award obligations, award will be made in the form of a contract. After contract execution, CBJ will issue a purchase order to the Proposer that will serve as the notice to proceed.

**Project Background.** The Juneau Townsite neighborhood has been recognized locally as a historic district since 1989. The neighborhood is part of the original Juneau Townsite platted in 1881 and consists of approximately 94 buildings with a mixture of commercial, institutional and residential uses. Most of the buildings are wood frame construction reflecting the available materials and historic building technology of the time. Some later structures are of reinforced concrete. The neighborhood is bordered by two nationally recognized historic districts – the Downtown Historic District to the south and the Chicken Ridge neighborhood to the north.

**Scope of Work (SOW).** The following SOW shall be required in the performance of this contract:

- An initial public meeting to introduce the Juneau Townsite property owners and interested members of the public to the project and answer questions. CBJ will be responsible for the public outreach and will host the meeting. The contractor should be present to introduce themselves and answer project-related questions from the public. The contractor will work with CBJ staff to prepare a presentation. This will be virtual or an open house style meeting and should last approximately 2 hours.
- An intensive-level building survey and inventory of all historic buildings within Quadrants one and two of the Juneau Townsite neighborhood. The survey and inventory must meet the guidelines set forth in the Alaska Office of History and Archaeology's Alaska Historic Buildings Survey Manual and Style Guide (<http://dnr.alaska.gov/parks/oha/pdf/BuildingManualFinal.pdf>) and the National Parks Service's National Register Bulletin 24. Guidelines for Local Surveys: A Basis for Preservation Planning (<https://www.nps.gov/subjects/nationalregister/publications.htm>).
- High quality digital photos of each structure surveyed.
- Final report and survey.

**NOTE: Project tasks are listed individually however CBJ anticipates that some or much of the work may be done simultaneously so that the project can be completed in a timely manner.**

**Task 1: Project Commencement.**

Bring consultant(s), CBJ staff and the Historic Resources Advisory Committee (HRAC) together to understand key issues, organize background materials and data, clarify the work plan and schedule, and launch the project website.

- A. Project Team Meeting – Consultant(s), CBJ and HRAC will meet (in person or virtually) to review project goals, opportunities and constraints, project management roles and responsibilities, establishing a communication strategy, data management procedures, and the provision of relevant background information and documents.

**CBJ Deliverable:**

- 1.1 - Memorandum detailing the topics discussed and action items / next steps.
- 1.2 - Copies of project schedules and work plans.

- B. Project Website – CBJ will design a project website that will serve as the primary website for the Juneau Townsite survey project. The site will: 1) Provide general information about the project and FAQs; 2) Serve as a regularly updated library of project documents, presentations and other materials as they are completed; and 3) Alert the public of upcoming meetings and other methods of participation.

**CBJ Deliverable:**

### 1.3 - Project Website

- C. GIS Database and Base map – CBJ will compile a GIS database of the survey area showing street and address information. As the relevant information is gathered, the consultant will assist CBJ in updating the map to show the locations of significant cultural and historic resources and other information relevant to the structures and project.

CBJ Deliverable:

1.4 - GIS Database and base map

#### **Task 2: Initial Public Outreach.**

Inform Juneau Townsite property owners and interested residents of the project, share the project's goals and objectives, scope of work and project timeline and answer general questions from the public.

- A. Kick-off Meeting – CBJ will host a kick-off meeting where Juneau Townsite property owners and interested residents will be given the opportunity to learn about the project and ask questions. The consultant will be present to help answer questions. CBJ will provide public notice through a PSA and social media posts. Other outreach methods may be used. The meeting will either be virtual or an open house format with people masked and socially distanced. An open house format will allow people to come and go, limiting the number of people present at any one time.

CBJ and Consultant Deliverable:

2.1 – Information summarizing the project. Details can be worked out at the initial project team meeting. CBJ will bring paper copies of the information for those interested. The presentation will be made available on the project webpage.

#### **Task 3: Pre-Fieldwork Research and Documentation.**

The consultant shall assess historical information provided by CBJ. The consultant should access additional sources of information if necessary.

Consultant Deliverables:

3.1 – List of sources

#### **Task 4: Intensive-Level Building Survey and Inventory**

The consultant will conduct an intensive-level building survey and inventory for Quadrants 1 and 2 of the Juneau Townsite neighborhood. The survey and inventory must be in accordance with the guidelines set forth in the Alaska Office of History and Archaeology's Alaska Historic Buildings Survey Manual and Style Guide (<http://dnr.alaska.gov/parks/oha/pdf/BuildingManualFinal.pdf>) and the National Parks Service's National Register Bulletin 24. Guidelines for Local Surveys: A Basis for Preservation Planning (<https://www.nps.gov/subjects/nationalregister/publications.htm>).

Consultant Deliverable:

4.1 – Written summary of all findings

4.2 – High resolution digital photos of all buildings included in the survey

#### **Task 5: Draft Historic Resources Survey Report**

The consultant shall produce a draft HRS report for the CBJ staff and HRAC to review. The draft HRS must include the following:

- Resource name – historical name and common name
- Property type
- Accurate building date
- Location information



- Current use of building
- Historic use
- Historic Context
- Historic images, if found
- Name of architect or builder, if found
- Ownership information
- A discussion of the seven aspects of integrity
- A statement of significance based on the history of the resource and its context. The statement should clearly spell out how and why the resource does or does not meet the National Register criteria A, B, C, & D.
- Bibliography

## **Task 6: Final Historic Resources Survey Report**

**Payments & Invoicing.** Payments will be dispersed as each task is completed. Travel expenses may be reimbursed up to \$1600.00 and supplies/materials expenses may be reimbursed up to \$300.00 as requests are submitted. Each payment is contingent on the above tasks being completed in a timely manner. Proposal must show proposed fees and expenses as task based; the final task fee must account for no less than 25% of the total project. Hourly fees will not be accepted.

**Information Provided by CBJ.** Attached to the RFP is **EXHIBIT A** which defines the Juneau Townsite Quadrant Boundaries. Additionally, more information about the Juneau Townsite neighborhood and a copy of the 1988 Juneau Townsite Reconnaissance-Level Survey can be found here. <https://juneau.org/community-development/historic-neighborhoods>

## **EVALUATION CRITERIA & PROPOSAL CONTENT.**

**Evaluation Criteria.** To determine the most advantageous proposal for the CBJ, an evaluation committee will review, evaluate, score and rank proposals in accordance with criteria and categories identified below and as stated in the Proposal Evaluation Form. Clarification of submitted material may be requested during the evaluation process. The proposal with the highest score will be selected for contract negotiations.

**Proposal Requirements.** Proposals shall be no more than 25 pages long. Provide the following information in your proposal:

- a. Title page and transmittal letter.** Include the number and title of the RFP, the name of your firm, name of the contact person, address, telephone and fax number, email address and date of submission. A person who has authority to bind the company must sign the transmittal letter and provide their title.
- b. Understanding, Methodology & Management.** Provide a narrative that illustrates your understanding of the purpose of the scope, objectives and requirements of the project. Identify any challenges associated with implementing the work. Describe the methodology you intend to practice and demonstrate how it will serve to accomplish the scope of work. Demonstrate how your management plan will accomplish the scope of work and achieve the City's objectives. Include a project schedule and time line that identifies any major tasks. **(Weight 30 %)**
- c. Experience & Qualifications.** Specify each person who will provide services to CBJ under this Contract, their role, and a brief summary of qualifications and specialized experience. Provide an

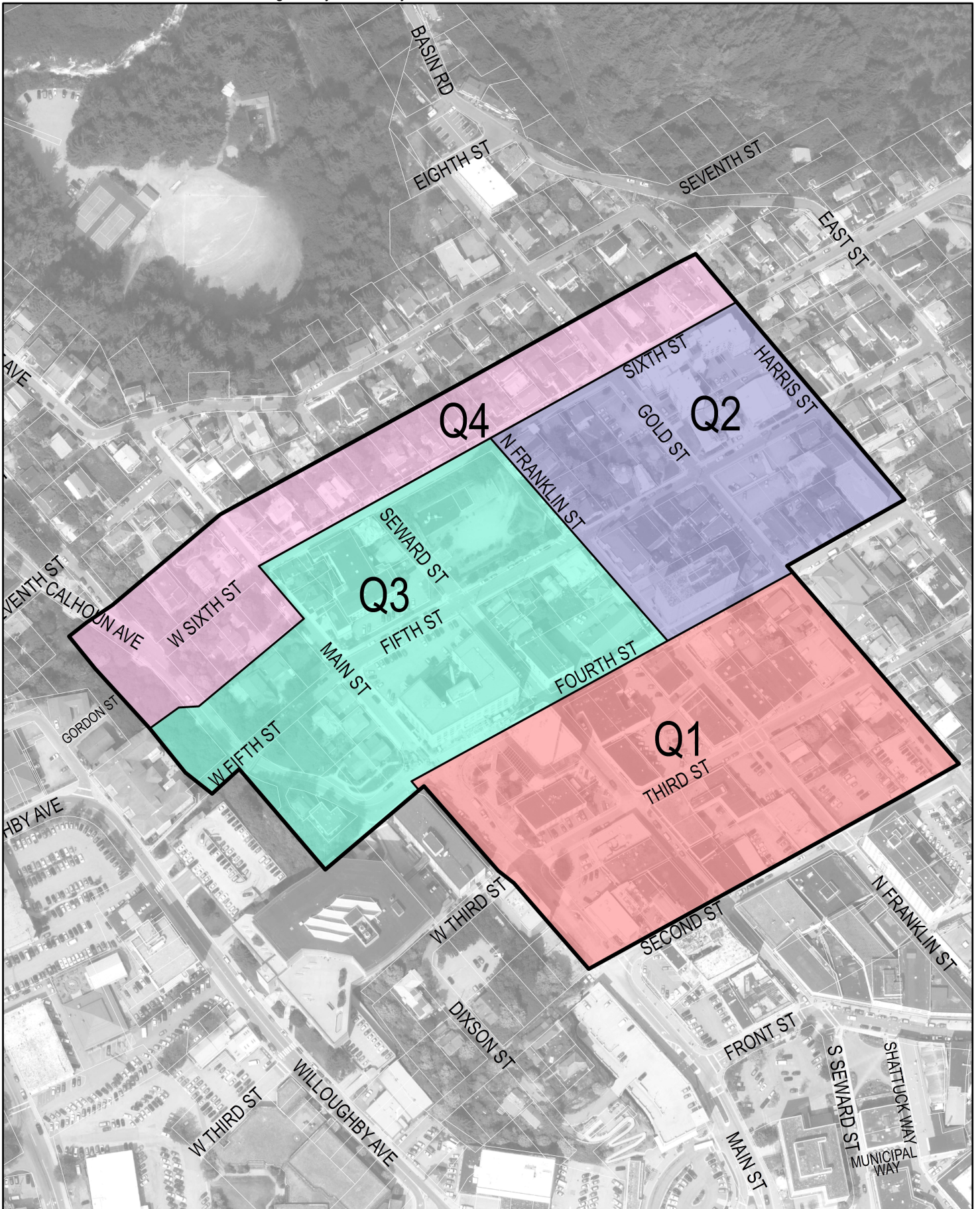
Organizational chart specific to personnel assigned to accomplish the work, including any sub-consultants. NOTE: Sub-consultants cannot be added after contract award without the prior, written consent of the Purchasing Division. Specify the project manager, their availability and anticipated scale of involvement. **(Weight 30 %)**

- d. References.** Describe two (2) projects accomplished by the proposed personnel which are similar in concept and scope. Provide client names, individual contact persons, and telephone numbers for these projects. **(Weight 30 %)**
- e. Fee proposal.** Provide a price proposal for the compensation that you expect to receive for the performance of the contract. Be sure to include a fee breakdown that summarizes the proposed personnel working on the project, their hourly rate and number of hours expected. Points will be determined by the overall value of the services offered. **(Weight 5%)**
- f. Juneau proposer preference (JPP). (Weight 5% - All or Zero Points).** CBJ will determine and qualify Proposers at the time of submitted proposal per CBJ Ordinance 53.50.010 and 53.50.050 to determine if preference points are awarded.

### Evaluation Form

Evaluator No. _____ Proposer _____				Maximum Score Achievable = 1,000 points
CRITERIA	Weight %	Score (0 – 10*)	Total Points = (Numerical Score X Weight)	
Understanding, Methodology & Management	30			
Experience & Qualifications	30			
References	30			
Price Proposal (determined using formula)	5	Determined by Purchasing		
Juneau Proposer Preference(JPP)	5	Determined by Purchasing		
<b>Rank</b>	<b>Grand</b>			
*Point Guide: Outstanding (10 points)_Adequate to Good (6 to 8 points) Marginally Acceptable (3 or 4 points)_Unacceptable (0 or 1 point)No scores using numbers 2, 5 or 9				





# JUNEAU TOWNSITE BOUNDARY





## General Terms and Conditions

The following General Terms and Conditions are standard to the City's Purchasing Division for all purchases. Unless otherwise specified in the solicitation document, the following General Terms and Conditions will apply. Other specific terms and conditions may be provided in the solicitation specifications. In the event of a conflict between the general terms and conditions and the specifications, the specifications shall take precedence. The CBJ Purchasing Division, or their designee, will be establishing the official Time and Date of receipt of all solicitation responses. Vendor responses to Quote and Bid solicitations will be considered the best and final offer and are non-negotiable.

**Addenda:** Bidders shall acknowledge receipt of all addenda issued for the solicitation document. Failure to acknowledge all addenda may result in the Vendors' response being rejected as non-responsive. It is the Vendor's responsibility to verify and acknowledge any addenda issued.

**Bid Bond/Security:** When requested, bid bonds must be submitted with the Vendor's response and shall be in the form of a certified check, cashier's check or approved bid bond, in a minimum amount of at least 5 percent of the maximum total amount for award. Checks or Bonds shall be made payable to the City and shall be given as a guarantee that the Vendor, if offered the award, will conform with the all specifications, furnish any required documentation, including but not limited to, Payment Bond, Performance Bond and Insurance Certificates. In case of vendor refusal or failure to enter into an agreement, the Check or Bid Bond shall be forfeited to the City. Failure of the Vendor to furnish the required bid security with their response will deem the Vendor non-responsive.

**Bid Surety:** In lieu of a performance bond, when specified in the solicitation, a bidder may post a surety to ensure performance over the entire term of the contract. The surety shall be made payable to the City in the form of a cashier's or certified check or certificate of deposit in the percentage amount stated in the solicitation, of the total contract value. If indicated in the solicitation, an option to withhold a set percentage from Vendor payments may be available as an alternative surety. Failure to supply the surety within the time required may cause the City to declare the bidder non-responsive and to reject their response. If the City cancels the contract due to noncompliance, regardless of the circumstances or contract time remaining, the surety will be declared as liquidated damages and forfeited to the City.

**Bid Bond/Surety Return:** As soon as practicable, the City will return solicitation securities that are not considered for award. All other required or specified bonds or securities will be held until contract has been awarded.

**Bidder Preference:** "Juneau Bidder" and "Bidders with Disabilities" preferences will be treated in accordance with provisions outlined in the City Purchasing Code 53.50.010 and 53.50.050. Unless otherwise specified in this solicitation, a Juneau bidder will receive a 5% bidder preference if its response is not more than five percent higher than the lowest responsive non-resident bidder. Upon submission and review of documented proof, Bidders with disabilities will receive a 10% bidder preference if its response is not more than ten percent higher than the lowest responsive non-disabled bidder. Most grant-funded projects do not allow for any Bidder's Preferences. The Purchasing Code is available from the City Purchasing Division or online at: [https://library.municipalcode.com/ak/juneau/codes/code\\_of\\_ordinances?nodeId=TIT53PRACDI\\_PTIIOTPR\\_CH53.50PUSUSE](https://library.municipalcode.com/ak/juneau/codes/code_of_ordinances?nodeId=TIT53PRACDI_PTIIOTPR_CH53.50PUSUSE)

**Changes on Award:** For RFPs, the City may amend the scope of work according to the **CHANGES** provision of the CBJ Standard Contract. For RFB's or RFQ's, all changes in the Scope of Work will be negotiated, and mutually agreed upon in writing and documented by signed amendment.

**Contract Cancellation for Cause:** If the vendor is awarded a solicitation, the City reserves the right to cancel the contract for cause after initial award by providing written notice to the vendor. Cause includes, but is not limited to, the provision of inferior products other than requested in the solicitation documents, the vendor not meeting contract specifications, or failure to comply with the contract provisions, including notice that the vendor is in violation federal, state, or local laws pertaining to the contract. Upon such cancellation, any bid bond of the vendor shall be forfeited and the contract may be offered to the next responsible, responsive bidder or re-bid.

**Contract Extension:** Any extension of time to complete the scope of work provided in the solicitation, shall only be by mutually agreed upon terms between CBJ and the Vendor. If agreed upon, all terms and conditions shall remain in full force and effect. Unless otherwise agreed upon, vendors must complete the scope of work provided in the solicitation by the deadline provided in the contract and may be subject to damages caused by delay.

**Contract Termination for Convenience:** The CBJ may by prior written notice, terminate this agreement at any time, in whole or in part, when it is in the best interest of the City. In the event that this contract is terminated by the CBJ for convenience, as opposed to termination for cause, the City is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

**Cooperative Purchasing:** The City is authorized to extend the opportunity to utilize City contracts with other governmental agencies. The City will expressly state this condition if it is applicable to the solicitation and successful vendors will be bound by that condition. The City is not an agent of, partner to or representative of such outside agencies and is not obligated or liable for any action or debts that may arise out of such independently established cooperative procurements.

**Default:** In case of default by the Vendor, the City may procure the goods or services from another source and hold the Vendor responsible for any resulting excess cost and may seek other remedies under law or equity. If the Contractor defaults, the City may at its discretion, award the contract to the next available firm, based on ranking or price.

**DEFINITIONS:** the following terms used shall be defined as:

**CBJ or City:** is the City and Borough of Juneau,

**Solicitation:** A procurement document, such as Quote (RFQ), Bid (RFB), Request for Proposal (RFP), Statement of Interest (SI), or Request for Information (RFI), that contains information, scope of work, specifications, deliverables, timeline, etc. for goods or services the CBJ intends to procure.

**Vendor, Contractor, Proposer, Bidder, Consultant:** a firm or individual seeking to do business with the City and Borough of Juneau, AK and to whom a solicitation may be awarded.

**Submittal, Submission, Proposal, Response(s):** the document(s) submitted by the Vendor to the CBJ as required by the solicitation document.

**Plan holder:** a Vendor who is on record with the City for purposes of notification on all City communications concerning the solicitation.

**Responsive Vendor:** an individual or firm who conforms in all respects to the requirements stated in the solicitation.

**Responsible Vendor:** an individual or firm which demonstrates the capability in all aspects to fully perform all solicitation requirements and demonstrates the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit to assure good faith performance.

**Disclosure:** The CBJ is a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act, AS40.25.100-220, and the public records provisions of CBJ Charter, section 15.7. Contents of submitted responses to a solicitation will be kept confidential until the intent to award or posting notice is released. Immediately following release, all responses become public information. Any restrictions or prohibitions intending to prohibit public disclosure of any material attached or reference in any response based upon claims of privileged, confidential or proprietary

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materials, or other similar restriction shall be of no force and effect and all material will be deemed as public records. Trade Secrets and other proprietary data may be held confidential to the extent allowed by law upon request in writing by the Vendor. Material considered confidential by the vendor must be clearly identified and marked by page and section and must include a brief statement outlining the reasons for confidentiality. Marking the entire response as confidential is not acceptable and may be cause for rejecting a response for consideration and award.

**Document Response Disclaimer & File Uploads:** It is the responsibility of the Vendor to submit all solicitation documents, including modifications, in a timely manner. Submitting any response to a solicitation shall be solely at the Vendor's risk. The Purchasing Division will attempt to keep all office equipment used in methods of document receipt, in working order but is NOT responsible for communications or documents that are late, regardless of cause. No Vendor documentation will be accepted as proof of receipt. Prior to any deadline, Vendors are strongly encouraged to confirm receipt of any submitted documents with the Purchasing Division. All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or .pptx), or Adobe Portable Document Format (.pdf.). Suppliers will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Suppliers will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

**Examination of Solicitation:** Vendors shall thoroughly examine all solicitation documents, including any issued addenda and attached sample contract if applicable. Responses submitted for consideration of award by the Vendor shall constitute an acknowledgement that all solicitation documents have been thoroughly examined and reviewed. Failure of a Vendor to receive, review or examine any solicitation documents including attachments, appendix or addenda shall in no way relieve them of any contractual obligation required by the solicitation. A claim of misinterpretation or lack of knowledge concerning the solicitation document or process is not justification for additional compensation.

**Equal Employment Opportunity:** In order to be considered for the solicitation, the vendor must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, familial status, sexual orientation, gender identity, gender expression, or national origin. The vendor will be required to include these provisions in any agreement relating to the work performed under this agreement with contractors or subcontractors. The City is an affirmative action purchaser and encourages small and disadvantaged businesses to submit responses.

**Filing A Protest:** Protest will be administered in accordance with the Purchasing Code 53.50.062 and 53.50.080. Available from the Purchasing Division or online at [https://library.municode.com/ak/juneau/codes/code\\_of\\_ordinances?nodeId=TIT53PRACDI\\_PTIIOTPR\\_CH53.50PUSUSE\\_53.50.062PR](https://library.municode.com/ak/juneau/codes/code_of_ordinances?nodeId=TIT53PRACDI_PTIIOTPR_CH53.50PUSUSE_53.50.062PR)

**Fiscal Funding:** The parties acknowledge that the municipality is legally prohibited from encumbering funds that have not been duly appropriated, pursuant to CBJ Charter 9.13. Funding for this solicitation is subject to an appropriation of funds by, and at the sole discretion of, the City and Borough of Juneau Assembly. The parties acknowledge and understand that in the event the Assembly fails to appropriate sufficient funds for this solicitation, the solicitation will automatically terminate without penalty or further municipal liability. A contract award will not be issued unless there is a sufficient appropriation in place for the purchase order or notice to proceed.

**Force Majeure Events:** Except for the obligation to make payments, neither the CBJ or Vendor shall be in default for its failure to perform, or a delay in performance cause by strikes, epidemics, riots, imposition of laws or governmental orders, fires, acts of God, acts of civil or military authority, embargoes, war, terrorist acts, insurrections, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities and other similar events beyond either the CBJ's or Vendors reasonable control and without its fault or gross negligence. Upon the occurrence of a Force Majeure Event, written notice shall be given to the other Party as soon as practicable and shall promptly confer in good faith to agree upon reasonable actions to minimize any impact. The Party claiming such an event is preventing performance, shall take reasonable actions to mitigate any such delay or failure.

**Indemnification:** As a material part of this solicitation, the Vendor shall agree to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Vendor's performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies, to the fullest extent, permitted by law, and is in full force, and effect whenever, and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of the Vendor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Vendor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Vendor's obligations and may be waived where the Vendor has actual notice.

**Interpretation of Solicitation:** No oral interpretations will be made to any vendor as to the meaning of a solicitation. Oral and all other non-written responses, interpretations and/or clarifications shall not be legally effective or binding. Comments concerning defects, questionable or objectionable material and requests for interpretation must be made in writing and received by the Purchasing Division by the deadline indicated in the solicitation document. If required, changes to the solicitation documents will be made by addendum and sent promptly to all parties to whom the documents have been issued. All addenda issued become part of the solicitation document and resulting final contract award.

**Licensing Requirements.** Contractor is responsible for obtaining and maintaining all appropriate licenses as required by federal, state or local laws. An Alaska Business License is required to perform most, if not all services in the State of Alaska. Information on obtaining a business or requirements for all professional licenses for AK can be found online at <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx> If requested by the City, proof of licensing may be required prior to award.

**Modifications:** Modifications to a solicitation response can be delivered in person, by fax, email to [purchasing@juneau.org](mailto:purchasing@juneau.org) (or via online submission depository if e-responses are allowed by the solicitation), by mail or fax (907-586-4561). Responses must be received prior to the solicitation deadline and will be time and date stamped thereby establishing the official time of receipt. Any modification must not reveal the respondent's price for a formal sealed solicitation and shall be in the form of an addition or subtraction so that final prices will not be known until the solicitation is opened, reviewed and verified. Modifications to a solicitation received after the deadline established for receipt shall not be considered.

**Negotiations:** Unless expressly specified in the solicitation document, compensation will not be **negotiated**. If so specified, negotiated changes to any Vendor submitted pricing, fee schedule, or price proposal will be documented by contract or signed amendment prior to the issuance of a purchase order.

**Nondisclosure & Confidentiality:** Contractor agrees that all confidential information to which it has access in performing this contract shall be used only for purposes of providing the deliverables and performing the services specified herein. Contractor shall not disseminate or allow dissemination of confidential information to third parties unless authorized in writing by the City. Contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the Contractor with all applicable federal and state law, including the



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Social Security Act and HIPAA. Contractor must promptly notify the City in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information. Confidential information, as used herein, includes but is not limited to financial data, bank account data and information, user lists, passwords, technology infrastructure, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

**Preparation of Solicitation Response:** Responses submitted for consideration, must be carefully, and legibly completed, as required and described in the solicitation documents: i.e. on forms provided, with attached required documents, description of any proposed variances, etc. Responses that contain omissions, irregularities, additions or alterations of any kind may be rejected. Every submittal, formal or informal, shall include signature of an authorized representative to bind the company. Responses containing any material alteration or irregularity of any kind may be rejected. Any erasures or changes must be initiated by the authorized representative signing the response. The lowest qualified response will be considered for award. Except as ordered by a court of competent jurisdiction, the City is not liable for any cost incurred by the bidder for bid preparation.

**When a solicitation specifies that only Hard Copy responses will be accepted,** no oral, electronic mail, facsimile or telephone responses will be accepted. Sealed responses shall be received at the Purchasing Division Office; or their designee as noted in the solicitation, prior to the deadline indicated. Responses shall be delivered in a completely sealed envelope with an affixed label that shows the solicitation title, number, and deadline. The City will not be responsible for the premature opening of, or failure to open, any response not properly addressed and identified. It is the Vendor's responsibility to verify that responses are received prior to the solicitation deadline. Late responses will not be accepted and will be returned to the Vendor.

**Postponement of Opening:** Sealed responses will be received until the deadline stated in the solicitation document, or such later time as announced by addenda sent to all plan holders at any time prior to the deadline. The City reserves the right to postpone the solicitation deadline at any time.

**Pricing & Additions:** Submitted prices shall include everything necessary to fulfill the contract including, but not limited to, furnishing all materials, freight, equipment and labor. Submitted pricing must be in U.S. funds. In case of error in the extension of prices, unit prices will govern. A Vendors' response to a solicitation is acknowledgement and acceptance of any proposed fee schedule, deliverables, or timeline specified in the solicitation documents. For the purpose of award, offers made in accordance with any solicitation must be irrevocable for a period of ninety (90) calendar days from the solicitation deadline. Quantities listed are estimates for bidding purposes only. The City does not guarantee any minimum or maximum quantities. The City may request additional units above the amount stated in the solicitation. Additional units in excess of 25% of the original awarded contract will be at pricing previously submitted in the solicitation and accepted by mutual written agreement.

**Price Adjustments:** Unless stated otherwise, unit pricing may be subject to an adjustment once per year of a term contract. Requests for a price adjustment must be submitted in writing a minimum of 60 days prior to the start of the next renewal period and be based on substantiated changes for actual cost differences during the contract period. If the City agrees to the price adjustment, an amendment reflecting the change will be issued. The City may counter the Vendors request for pricing and if no agreement can be negotiated, the City may offer the contract to the next apparent low bidder, or the contract may be cancelled and rebid.

**Purchase Order(s) & Payments:** The City's purchase order and (if applicable) the Notice of Award, are the only documents that may be used to place orders against any contract(s) resulting from a solicitation. Payment will be authorized and initiated after acceptance of the goods or services by the City. A portion of the final payment may be withheld to insure all conditions of the solicitation are met. Accurate invoices must be submitted to the designated Contract Administrator and the CBJ Accounts Payable Division. Invoices must include, the purchase order number, Vendor's name and phone number. Invoices must clearly and accurately state quantities, item descriptions and units of measure and any discounts or trade-ins. All payments shall be net 30 days upon receipt of complete and accurate invoice(s) unless specified otherwise.

**Qualified Vendor:** A qualified Vendor is a Vendor who submits the lowest responsive and responsible bid or response. A responsive bid conforms in all material respects to the requirements stated in the solicitation. A responsible vendor has the capability in all respects to fully perform all of the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit, which will assure good faith performance. Responsible vendors will be those who have not defaulted or otherwise failed to perform an awarded City contract and are in good standing with the City finance division as provided below. Each Vendor shall be skilled and regularly engaged in the general class or type of work called for within the solicitation. If requested, the apparent successful Vendor shall submit resumes, references or other documentation, which demonstrates the experience and knowledge of the Vendor, and its key personnel who will be assigned to this contract.

**Solicitation Cancellation or Rejection of Solicitation Response:** The City may cancel, in whole or in part, any Solicitation when it is in the best interest of the City. The City reserves the right to reject any or all submitted solicitation responses, and to determine which submitted response, if any, should be accepted in the best interest of the City. The City reserves the right to waive any informality in a solicitation. A Vendor may be considered not responsible if a Vendor has previously failed to perform properly or to complete a contract as specified with the City, or another government agency. A response may be rejected and considered non-responsive for, including but not limited to, the following reasons:

- The response is on a form other than that supplied by the City, or is improperly signed;
- The responding Vendor adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award;
- If there are unauthorized additions or irregularities of any kind which may make the response incomplete, indefinite, ambiguous as to its meaning, or in conflict with the City's solicitation;
- If the responding Vendor omits a price on any item or items on which pricing is required;
- If the response contains any excessively unbalanced prices (either above or below a reasonable price) to the detriment of the City;
- If the Vendor fails to furnish an acceptable bid guaranty; or
- If the Vendor has not acknowledged receipt of each Addendum.

**Specifications:** Unless otherwise specified as no substitute in the solicitation documents, product brand names or model numbers specified are examples of the type and quality of product required and are not a statement of preference. If the solicitation specifications stated conflict with a brand name or model number describing an item, the specifications will govern. Reference to brand name or number does not prevent an offer of a comparable or better product. When offering a comparable product full specifications and descriptive literature must be provided if requested. Any variance to specifications must clearly indicated and documented by the Vendor. Failure to provide complete specifications and descriptive literature may be cause for rejection of Vendor's response.

Unless clearly stated in the solicitation all items to be shipped must be quoted F.O.B. destination. Any charges associated with shipping are to be imbedded into the unit pricing. Items are to be shipped as economically as possible and packaged as appropriate to contents to minimize damage or loss. Vendor is responsible for filing any freight claims subsequent to shipment. Any loss incurred will be the responsibility of the Vendor.

Juneau Townsite Historic Building Survey & Inventory for CBJ CDD

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The City reserves the right to determine suitability of items offered. All goods or materials are subject to approval by the City. Materials used in the fabrication of items must be free of any defects that affect the performance, application and specifications. Any items rejected because of non-conformity of the terms and conditions or specifications of the solicitation, whether held by the City or returned, will be at the Vendor's risk and expense. Vendor represents that all items offered shall be new. Used, shopworn, demonstrator, prototype or discontinued models are not acceptable. Vendor will guarantee parts availability for applicable items for a minimum of 10 years or the reasonable life of items, whichever is greater. OEM manuals must be supplied with all items upon delivery.

**Subcontracting:** Subcontracting will not allowed without the prior written consent of the Purchasing Division. If subcontracting is approved and allowed, information on the subcontractor and a list of employees and their qualifications must be provided. Subcontractor must abide by all the solicitation requirements.

**Vendor Collusion:** By submitting a bid, the vendor affirms that they have not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of the competitive bidding in connection with the solicitation. Collusion by and between Vendors or City officials will disqualify all parties involved in the act of collusion and may result in those Vendors being disqualified from participating in future solicitations.

**Vendor Good Standing with CBJ:** Vendors must be in good standing with the CBJ prior to award of any contract and any subsequent contract renewals. The apparent successful Vendor shall have seven (7) business days following notification to correct any outstanding issues. Good standing means the following: all amounts owed to the CBJ are current and the Vendor is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ. Vendor must be current in all CBJ reporting requirements including sales tax registration and reporting and any necessary business personal property declarations. If a Confession of Judgment has been executed, the Vendor must be in compliance and current with any terms or stipulations associated with the Confession of Judgment, including any installment payments due. Vendors who fail to timely pay suppliers or subcontractors under CBJ contracts will likewise not be considered in good standing. For the purposes of this provision, the term "vendor" will include all entities that share principal officials and managing members. If a vendor is not in good standing with the CBJ, subsidiaries or other entities created or otherwise controlled by that vendor will also not be considered in good standing with the CBJ.

Failure to meet these requirements may be cause for rejection of your solicitation. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division, at email: [Sales\\_Tax\\_Office@juneau.org](mailto:Sales_Tax_Office@juneau.org) for sales tax issues, Assessor's Office at email: [Assessor.Office@juneau.org](mailto:Assessor.Office@juneau.org) for business personal property issues, or Collections Division at email: [Collections@juneau.org](mailto:Collections@juneau.org) for all other accounts.

**Vendor Name Change & Assignment of Contract:** If the Vendor's business name changes or the business is sold, transferred, or assumed by a second party, written notification of the change must be provided to the City's Purchasing Division. The notification must be signed by all Vendor parties involved, and received by CBJ no later than 30 calendar days from the date of change. The notification must state the type of change, reason for change, include the Federal Employer Identification Number or Tax identification Number of all Vendor parties involved, and provide all legal documentation verifying the change. Failure to provide notification within 30 calendar days of the changes may be grounds for purchase order cancellation without further cause. Additional documentation concerning the assignment of payments and acceptance of assigned payments may be required from the assignor and assignee. Any contract resulting from this solicitation may not be assigned in whole or in part without the prior written consent of the City's Purchasing Division and agreement from the user department.

**Vendor Obligation:** Notwithstanding the expiration date of a contract resulting from this solicitation, the Vendor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired. Unless otherwise stated in the solicitation, the City will assume that the Vendor has accepted, without reservation or amendment, the whole terms of the contract documents.

**Warranty/Guarantee:** The Manufacturers maximum standard warranty/guarantee shall apply to all items purchased. Coverage will begin on the date of acceptance of items by the City. All items shall be guaranteed against faulty material and workmanship. Failure of any items to meet specifications or to operate properly in any way will require replacement by the Vendor at no expense to the City. Any claims initiated by the City for warranty/guarantee will be resolved within thirty (30) days of notification at no additional cost. Failure to resolve any claim in the timeframe specified may require the City to correct the issue. Any costs incurred by the City in correcting an issue will be reimbursed by the Vendor. Vendor guarantees that all items offered will be standard equipment and the latest model of regular stock product offered in the manufacturers published specifications. No attachment or part of any item will be supplied that is contrary to the manufactures recommendations or standard practice.

**Withdrawal of Response.** All submitted responses shall constitute a binding offer to the City as outlined therein and shall be irrevocable after the solicitation deadline. A vendor may withdraw its response by giving written notice prior to the solicitation deadline. After the time last announced for the solicitation deadline and until execution of the contract, no vendor will be permitted to withdraw its response unless the solicitation contract is delayed due to acts by the City.

**INSURANCE REQUIREMENTS.** Prior to award, insurance must be secured and maintained for the risks and in the amounts specified herein. The Consultant and its insurance carrier waive subrogation against the City.

The Contractor's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Contractor maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Contractor. **Contractor** agrees to maintain insurance as follows at all times while this contract is in effect, including during any periods of renewal.

**Commercial General Liability Insurance.** The Contractor must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Contractor. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. **The CBJ shall be named additional insured for this policy for "any and all CBJ projects."**

**Comprehensive Automobile Liability Insurance.** The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage.

**Workers Compensation Insurance.** If required by Alaska Statute (see Alaska Statute 23.30), the Contractor must maintain Workers Compensation Insurance to protect the Contractor from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to the Contractor's firm, the Contractor's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Contractor must notify the City as well as the State Division of Workers Compensation immediately when changes in the Contractor's business operation affect the Contractor's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000) per injury and illness, and five hundred thousand dollars (\$500,000) aggregate. Contractor also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. **If the Contractor is exempt from Alaska Statutory Requirements, the Contractor will provide written confirmation of this status in order for the CBJ to waive this requirement.**

**Professional Liability.** The Contractor must maintain Professional Liability insurance in an amount not less than one million dollars (\$1,000,000) aggregate to protect the City from any claims or damages for any error, omission, or negligent act of the Contractor, the Contractor's firm, employees, or sub-contractors, which results in a financial loss to the City.

**Contractor acknowledges requirements for insurance coverage and must provide a Certificate of Insurance, along with all required amendatory policy endorsements, within five (5) working days of notice of Intent to Award.**



Purchasing Division Mailing Address: 155 S. Seward St. Juneau, AK 99801

Email– [purchasing@juneau.org](mailto:purchasing@juneau.org)

E-Submittal at Public Purchase [www.publicpurchase.com](http://www.publicpurchase.com)

Phone: 907-586-5258, Fax: 907-586-4561

## APPENDIX A: SCOPE OF WORK, TERM, AND COMPENSATION

### 1. SCOPE OF WORK

### 2. TERM

The effective date of this contract shall be the date it is signed by the CBJ, and it shall remain in effect until \_\_\_\_\_

### 3. COMPENSATION AND TERMS OF PAYMENT

- a. Compensation.
- b. Additional Terms of Payment.

## APPENDIX B: STANDARD PROVISIONS

**1. CONTRACTUAL RELATIONSHIP.** The parties intended that an independent Contractor relationship will be created by this contract. The CBJ is interested only in the results to be achieved as provided in this agreement. The conduct and control of the work will lie solely with the Contractor. Contractor is not considered to be an agent or employee of the CBJ for any purpose, and the employees of Contractor are not entitled to any benefits that CBJ provides for CBJ employees. CBJ does not agree to use the Contractor exclusively. Contractor does not agree to work for CBJ exclusively.

**2. PERSONNEL, EQUIPMENT AND SUPPLIES.** Except as provided in the Scope of Work, the Contractor represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the work under this contract. All of the work required hereunder will be performed by the Contractor or under its supervision. None of the work covered by this Contract shall be subcontracted except as provided in the Scope of Work.

**3. CONTRACTOR QUALIFICATIONS.** Contractor warrants that it is fully qualified and is licensed under all applicable local, state, and federal laws to perform its obligations under this contract.

**4. INSURANCE REQUIREMENTS.** Contractor has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined in Appendix C. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Contractor shall provide written notice to CBJ Risk Management. The Contractor's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Contractor maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Contractor.

**a. Deductibles and Self-Insured Retentions.** Any deductibles and self-insured retentions must be declared to and approved by the CBJ. The CBJ may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

**b. Claims-Made Policies.** If any of the required policies provide coverage on a claims- made basis:

1. The Retroactive Date must be declared and must be before the date of the contract or the beginning of the contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least one (1) year after completion of the contract work.*
3. If coverage is canceled or non-renewed, and not replaced with another claims- made policy form with the Retroactive Date prior to the contract effective date, the Contractor must purchase "**extended reporting**" coverage for a minimum of one (1) year after completion of the contract work.

**5. CHANGES.** The CBJ may, from time to time, require changes in the scope of services to be performed under this contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing before they will be regarded as part of this contract. No claim for additional services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the CBJ.

**6. NO ASSIGNMENT OR DELEGATION.** The Contractor may not assign or delegate any interest in this contract without the prior written consent of the CBJ. Contractor may assign its rights to any payment under this

contract without the prior written consent of CBJ; however, notice of any such assignment or transfer shall be furnished promptly to CBJ by Contractor.

**7. TERMINATION FOR CONVENIENCE.** The CBJ may, by prior written notice, terminate this agreement at any time, in whole or in part, when it is in the best interest of the CBJ. In the event that this contract is terminated by the CBJ for convenience, as opposed to termination for cause, the CBJ is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

**8. DEFAULT AND TERMINATION FOR CAUSE.** If Contractor fails to perform a material obligation under this contract, the CBJ may consider the Contractor to be in default (unless caused an event, circumstance, or act of a third party that is beyond Contractor's reasonable control) and may assert a default claim by giving Contractor a written and detailed notice of default. The Contractor shall cure the default within the time frame identified in the notice of default, or, if the default is not curable within the time frame specified, provide a written cure plan acceptable to the CBJ, which shall not be unreasonably withheld. Contractor will begin implementing the cure plan immediately after receipt of notice that the CBJ approves the plan. The CBJ's payment obligations shall be held in abeyance until the default is cured.

If Contractor fails to cure the default, unless otherwise agreed in writing, the CBJ may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the Parties may agree that the CBJ's remedy be limited to recovering from Contractor all actual, reasonable costs incurred in securing the work described in Appendix A. The CBJ agrees to mitigate damages to the extent required by law, and to provide Contractor with detailed invoices substantiating the charges.

**9. INSPECTION AND RETENTION OF RECORDS.** The CBJ may inspect, in the manner and at reasonable times it considers appropriate, all of Contractor's facilities, records and activities having any relevance to this contract. Contractor shall retain financial and other records relating to the performance of this contract for a period of six years, or until the resolution of any audit findings, claims or litigation related to the contract.

**10. EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, familial status, sexual orientation, gender identity, gender expression, or national origin. Contractor shall include these provisions in any agreement relating to the work performed under this agreement with Contractors or subContractors.

**11. CHOICE OF LAW, JURISDICTION.** The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement. Venue for trial in any action shall be in Juneau, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. Contractor specifically waives any right or opportunity to request a change of venue for trial pursuant to A.S. 22.10.040.

**12. COMPLIANCE WITH LAWS AND REGULATIONS.** Contractor shall, at Contractor's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted. Contractor warrants that it has obtained and is in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and the CBJ, and shall maintain such compliance during the effective term of this agreement.

**13. PAYMENT OF TAXES AND OBLIGATIONS TO CBJ.** As a condition of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment of any subContractor or any other persons in the performance of this contract. Contractor shall not be delinquent in the payment of taxes, or any other obligation, to CBJ during the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the CBJ under this contract.

**14. CONFLICT OF INTEREST.** Contractor warrants that no employee or officer of the CBJ has violated the conflict of interest provisions of CBJ code regarding this contract. Contractor also warrants that it has not solicited or received any prohibited action, favor or benefit from any employee or office of CBJ, and that it will not do so as a condition of this contract. If the Contractor learns of any such conflict of interest, the Contractor shall without delay inform the CBJ and Borough Attorney or CBJ's representative for this contract.

**15. INDEMNIFICATION.** The Contractor agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Contractor's performance of this contract, without limitation as to the amount of fees, and without limitation as to



any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Contractor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Contractor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Contractor's obligations and is waived where the Contractor has actual notice.

**16. OWNERSHIP OF DOCUMENTS.** All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this contract become the sole property of the CBJ and may be used by the CBJ for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the CBJ. Unless otherwise directed by the CBJ, the Contractor may retain copies of all the materials.

**17. IDENTIFICATION OF DOCUMENTS.** All reports, maps, and other documents completed as a part of this contract, other than documents exclusively for internal use within the CBJ, shall carry a CBJ notation or logo as directed by the CBJ.

**18. APPLICABILITY OF ALASKA PUBLIC RECORDS ACT.** Contractor acknowledges and understands that the CBJ is subject to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned or controlled by the CBJ in relation to this Contract must be made available for the public to inspect upon request, unless an exception applies. It is Contractor's sole responsibility to clearly identify any documents Contractor believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should the CBJ receive a request for records under the Public Records Act applicable to any document marked "Confidential" by Contractor, the CBJ will notify Contractor as soon as practicable prior to making any disclosure. Contractor acknowledges it has five (5) calendar days after receipt of notice to notify the CBJ of its objection to any disclosure, and to file any action with any competent court Contractor deems necessary in order to protect its interests. Should Contractor fail to notify the CBJ of its objection or to file suit, Contractor shall hold the CBJ harmless of any damages incurred by Contractor as a result of the CBJ disclosing any of Contractor's documents in the CBJ's possession. Additionally, Contractor may not promise confidentiality to any third party on behalf of the CBJ, without first obtaining express written approval by the CBJ.

**19. FISCAL FUNDING.** The parties acknowledge that the municipality is legally prohibited from encumbering funds that have not been duly appropriated, pursuant to CBJ Charter 9.13. Funding for this agreement beyond fiscal year \_\_\_\_\_ is therefore subject to an appropriation of funds by, and at the sole discretion of, the City and Borough of Juneau Assembly. The parties acknowledge and understand that in the event the Assembly fails to appropriate sufficient funds for this agreement, the agreement will automatically terminate without penalty or further municipal liability, on June 30 of the current fiscal year.

**20. ENTIRE AGREEMENT.** This Agreement, including all appendices and exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

**21. SEVERABILITY.** If a court of competent jurisdiction renders any part of this agreement invalid or unenforceable, that part will be severed and the remainder of this agreement will continue in full force and effect.

**22. WAIVER.** Failure or delay by the CBJ to exercise a right or power under this agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the CBJ. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.