

**RFP 00-000**  
**CONTRACT FOR \_\_\_\_\_**

**PART I: PARTIES**

This contract is between the City & Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "City" or "CBJ," and \_\_\_\_\_, a corporation/ limited liability company/partnership organized under the laws of the State of \_\_\_\_\_ (with its principal place of business in \_\_\_\_\_), and licensed to do business in the State of Alaska, hereafter "Contractor."

**PART II: CONTRACT ADMINISTRATION**

All communications concerning this contract shall be directed as follows, and any reliance on a communication with a person other than that listed below is at the party's own risk. Notices required under this contract must be in writing and personally delivered or sent to the address shown below, or by email or facsimile and will be effective upon receipt.

**City & Borough of Juneau:**

Name, Title  
Department  
155 Heritage Way  
Juneau, Alaska 99801  
Telephone:  
Facsimile:  
e-mail: [firstname.lastname@juneau.gov](mailto:firstname.lastname@juneau.gov)

**Contractor:**

Name, Title  
Company Name  
Address  
City, State Zip Code  
Telephone:  
Facsimile:  
e-mail: [firstname.lastname@company.com](mailto:firstname.lastname@company.com)

**PART III: CONTRACT DESCRIPTION**

This contract is identified as RFP XX-000. The following appendices are attached and are considered a part of this contract, as well as any exhibits or attachments incorporated by reference or attached to those appendices.

**Appendix A:** Scope of Work, Term & Compensation

**Appendix B:** Standard Provisions

**Appendix C:** Insurance

If in conflict, the order of precedence shall be: this document, Appendix A, then Appendix B, then Appendix C.

**PART IV: CONTRACT EXECUTION**

CBJ and Contractor agree and sign below. This contract is not effective until signed by CBJ. Contractor represents that the person signing below on its behalf has the authority to do so and that it is a valid and binding contract enforceable in accordance with its terms.

**CBJ:**

by: \_\_\_\_\_  
Katie Koester  
City & Borough of Juneau Manager  
Date: \_\_\_\_\_

**Contractor:**

by: \_\_\_\_\_  
Name, Title  
Company Name  
Date: \_\_\_\_\_

Content Approved by: \_\_\_\_\_ Name, Title, Department  
Risk Management Review: \_\_\_\_\_, Risk Management  
Form Approved by: \_\_\_\_\_, Law Department

**APPENDIX A: SCOPE OF WORK, TERM & COMPENSATION**

**1. SCOPE OF WORK/EQUIPMENT & SERVICES**

a. The scope of work is described in the following documents which are attached to this contract. In the event of a conflict between the provisions of the attachments and this contract, the order of precedence shall be: this document, Attachment 3, then Attachment 1 and then Attachment 2.

Attachment 1: RFP

Attachment 2: Contractor's Proposal

Attachment 3: Negotiated Changes

b. In addition to the above, Contractor agrees to additional terms as follows.

## 2. TERM

The effective date of this contract shall be the date it is signed by CBJ, and it shall remain in effect until \_\_\_\_\_ [This will often be the end of the fiscal year in which the contract is signed]. If the contract is to be renewable at CBJ's option, use the following language:

If CBJ chooses to exercise its option to renew the contract, it shall do so by providing written notice to the contractor within 30 days of the expiration of the agreement then in effect. The terms of the original agreement, including any mutually agreed upon amendment, remain in effect during any period of renewal and Contractor agrees to be bound during any period of renewal. If the parties wish to amend the contract during any period of renewal, they shall do so by mutual agreement and in writing.

## 3. COMPENSATION & TERMS OF PAYMENT

- a. Compensation. For the scope of work identified above, Contractor will be paid a total sum not to exceed zero dollars & zero cents (\$0.00) inclusive of any compensation for travel and any other expenses incurred by Contractor upon \_\_\_\_\_.
- b. Additional Terms of Payment.

### APPENDIX B: STANDARD PROVISIONS

**1. CONTRACTUAL RELATIONSHIP.** The parties intend that an independent Contractor relationship will be created by this contract. 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 Contractor. Contractor is not considered to be an agent or employee of 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 Contractor exclusively. Contractor does not agree to work for CBJ exclusively.

**2. PERSONNEL, EQUIPMENT & SUPPLIES.** Except as provided in the Scope of Work, 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 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 his obligations under this Contract. Contractor warrants that it is presently capable and does agree to provide the services outlined in this Contract in a timely and professional manner, pursuant to the terms, conditions, and provisions, and for the compensation and payments provided for in this contract. Contractor agrees that all work and services required or provided under this Contract shall be performed by Contractor. As an independent contractor, Contractor is not and shall not be construed to be a partner, joint venture, employee, or agent of CBJ. Contractor shall not, and is not authorized to, enter into or make any contracts, understandings, or agreements on behalf of CBJ.

**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. Contractor's insurance shall be primary, and any insurance maintained by CBJ shall be non-contributory. If Contractor maintains higher limits than shown below, 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 CBJ. CBJ may require 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, Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the contract work.

**5. CHANGES.** 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 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 Contractor, will be allowed, nor may Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by CBJ.

**6. NO ASSIGNMENT OR DELEGATION.** Contractor may not assign or delegate any interest in this contract without the prior written consent of 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.** 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 CBJ. In the event that this contract is terminated by CBJ for convenience, as opposed to termination for cause, CBJ is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

**8. DEFAULT & TERMINATION FOR CAUSE.** If Contractor fails to perform a material obligation under this contract, CBJ may consider 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. 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 for approval by CBJ, which approval shall not be unreasonably withheld. Contractor will begin implementing the cure plan immediately after receipt of notice that CBJ approves the plan. 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, CBJ may terminate any unfulfilled portion of this contract. In the event of termination for default, the Parties may agree that CBJ's remedy be limited to recovering from Contractor all actual, reasonable costs incurred in securing the work described in Appendix A. CBJ agrees to mitigate damages to the extent required by law, and to provide Contractor with detailed invoices substantiating the charges.

**9. UNCONTROLLABLE CIRCUMSTANCES.** Contractor shall not be liable for any failure or delay in furnishing equipment, materials, or labor resulting from uncontrollable circumstances which may include fire, explosion, flood, storm, act of nature, governmental orders, hostilities, civil disturbances, pandemics, and strikes. Contractor will give prompt notice to CBJ of any uncontrollable circumstances causing failure or delay in Contractor's performance under this Contract, including an estimate of when performance will be completed. Contractor will fully perform immediately following the conclusion of the uncontrollable circumstances. If Contractor provides notice of uncontrollable circumstances, CBJ has the right, in its discretion, to cancel the contract and receive full reimbursement if uncontrollable circumstances are invoked by Contractor.

**10. SECURITY.** Contractor agrees to abide by all security rules and instructions provided or issued by CBJ. All employees of Contractor assigned to work pursuant to the contract including any subcontractors, or whose work requires unescorted access to secure facilities or data, will comply with procedures and protocols related to criminal justice information system (CJIS) access. CJIS security clearance requirements include consent for fingerprint background checks. If Contractor's employees are not already recognized by the State of Alaska Department of Public Safety, fingerprint cards for Contractor's employees and subcontractors will be provided by Contractor to the Juneau Police Department upon request to facilitate the required background checks.

**11. SAFETY.** Contractor will comply with all applicable federal, state, and local laws and regulations and will be solely responsible for its own compliance and that of its subcontractors or other designated third-party agents, with all applicable federal, state, and local laws and regulations, including without limitation applicable occupational health and safety laws. Contractor will be solely liable for, and shall independently undertake to defend, any and all unfair labor practice charges, grievances, judicial action or other employee or union claims,

as well as general liability and personal liability, related in any way to Contractor's performance hereunder. Contractor agrees to comply with all federal, state, and local procedures and restrictions related to COVID-19 mitigation and all other public health directives. Contractor acknowledges that these procedures and restrictions may change after the effective date of the contract and agrees to comply with the procedures following any such changes.

**12. INSPECTION & RETENTION OF RECORDS.** 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.

**13. EQUAL EMPLOYMENT OPPORTUNITY.** Contractor will not discriminate against any employee, applicant for employment, or subcontractor on the basis of race, religion, color, sex, age, disability, familial status, sexual orientation, gender identity, gender expression, political affiliation, or national origin. Contractor shall include these provisions in any agreement relating to the work performed under this agreement with third-party agents or subcontractor.

**14. 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 contract. 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 AS 22.10.040.

**15. COMPLIANCE WITH LAWS & 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 CBJ, and shall maintain such compliance during the effective term of this agreement.

**16. PAYMENT OF TAXES & OBLIGATIONS TO CBJ.** As a condition of this contract, Contractor shall pay all federal, state, and local taxes incurred by Contractor and shall require their payment by 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 CBJ under this contract.

**17. CONFLICT OF INTEREST.** Contractor warrants that no employee or officer of CBJ has violated the conflict-of-interest provisions of CBJ code regarding this contract. Contractor warrants that it has not solicited or received any prohibited action, favor or benefit from any employee or officer of CBJ, and that it will not do so as a condition of this contract. If Contractor learns of any such conflict of interest, Contractor shall without delay inform the CBJ Municipal Attorney and CBJ's representative for this contract. Contractor warrants that Contractor has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this Contract or with CBJ's interests.

**18. PROHIBITION ON LOBBYING.** No part of any funds paid under this contract shall be used for the purpose of any lobbying activities before the City & Borough of Juneau Assembly or the Alaska State Legislature.

**19. INDEMNIFICATION.** Contractor agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, Contractors, and insurers, with respect to any action, claim, or lawsuit arising out of or related to 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, including the award of any attorneys' fees even if in excess of the provisions 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 Contractor has actual notice.

**20. OWNERSHIP OF DOCUMENTS.** All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this contract become the sole property of CBJ and may be used by CBJ for any other purpose without additional compensation to Contractor. Contractor agrees not to assert any rights and not to establish any claim under any design patent or copyright laws. 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 CBJ. Unless otherwise directed by CBJ, Contractor may retain copies of all the materials.

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

**22. CONFIDENTIAL INFORMATION.** Contractor will protect as confidential all proprietary information of CBJ that Contractor receives or obtains during its performance hereunder.

**23. APPLICABILITY OF ALASKA PUBLIC RECORDS ACT.** Contractor acknowledges and understands that CBJ is subject to CBJ Code 01.70.010 (Public Records) and to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned, or controlled by CBJ in relation to this contract must be made available for the public to inspect upon request, unless a specific exception applies. It is Contractor's sole responsibility clearly to identify any documents Contractor believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should CBJ receive a request for records under CBJ Code or the Alaska Public Records Act applicable to any document marked "Confidential" by Contractor, 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 CBJ of its objection to any disclosure, and to file any action in the Superior Court for the State of Alaska in Juneau as Contractor deems necessary in order to protect its interests. Should Contractor fail to notify CBJ of its objection or to file suit, Contractor shall hold CBJ harmless of any damages incurred by Contractor as a result of the CBJ disclosing any of Contractor's documents in CBJ's possession. Additionally, Contractor may not promise confidentiality to any third party on behalf of CBJ, without first obtaining express written approval by CBJ.

**24. FISCAL FUNDING.** The Parties acknowledge and agree that CBJ 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 & Borough of Juneau Assembly. The Parties acknowledge and agree that in the event the Assembly fails to appropriate sufficient funds for this contract, the contract will automatically terminate without penalty or further CBJ liability or obligation on June 30 of the current fiscal year.

**25. ENTIRE AGREEMENT.** This Agreement, which includes all Appendices and Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the contract and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

**26. 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.

**27. WAIVER.** Failure or delay by 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 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.

## **APPENDIX C: INSURANCE**

**INSURANCE REQUIREMENTS.** Contractor has provided certification of proper insurance coverage, including certificate(s) of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement to CBJ, copies of which are attached to this Appendix. Failure of CBJ to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from certificate(s) or evidence provided shall not be construed as a waiver of the obligation of Contractor to maintain the insurance required by this contract.

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.** Contractor must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against 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. **This insurance policy is to contain, or be endorsed to contain, additional insured status for CBJ, its officers, officials, employees, and volunteers.** If Additional insured status is provided in the form of an endorsement to Contractor's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

**Workers Compensation Insurance.** If required by Alaska Statute (*see* AS 23.30), Contractor must maintain Workers Compensation Insurance to protect 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 Contractor's firm, Contractor's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. Contractor must notify CBJ as well as the State of Alaska Division of Workers Compensation immediately when changes in Contractor's business operation affect Contractor's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one million dollars (\$1,000,000.00) per injury and illness, and one million dollars (\$1,000,000.00) policy limits. Contractor also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. **If Contractor is exempt from Alaska Statutory Requirements, Contractor must provide written confirmation of this status in order for CBJ to waive this requirement. Contractor grants a waiver of any right to subrogation against CBJ by virtue of the payment of any loss under such insurance.** This provision applies regardless of whether or not CBJ has received a waiver of subrogation endorsement from the insurer.

**Comprehensive Automobile Liability Insurance.** Contractor must maintain Comprehensive Automobile Liability Insurance, which coverage shall apply to all owned, hired, and non-owned vehicles, with one million dollars (\$1,000,000.00) combined single limit coverage. **This insurance policy is to contain, or be endorsed to contain, additional insured status for CBJ, its officers, officials, employees, and volunteers.**

**Professional Liability Insurance. (Errors and Omissions):** Contractor must maintain Professional liability Insurance in accordance with the Contractor's profession, with limits no less than one million dollars (\$1,000,000) per occurrence or claim, one million dollars (\$1,000,000) aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

**Primary Coverage.** For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Waiver of Subrogation.** Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.