



**REQUEST FOR PROPOSAL**  
**FOR**  
**AUCTIONEER SERVICES**  
**RFP #18-05**

**Issue Date:** April 17, 2018

**Pre-Proposal Question Deadline:** April 30, 2018 at 10:00 AM

**Proposal Deadline:** May 9, 2018 at 2:00 PM

**Proposal Delivery Location:** City Clerk's Office  
800 Cushman Street  
Fairbanks, Alaska 99701

**Proposal Review:** Week of May 7, 2018

**Purchasing Contact:** Christina Rowlett, Purchasing Agent  
Phone: 907.459.6779

**Preferred Method of Contact**  
**Email:** [purchasing@fairbanks.us](mailto:purchasing@fairbanks.us)

*This is not an order. The included terms and conditions shall become part of the contract resulting from this Request for Proposal. Proposals shall be submitted in the indicated format. Original signatures must be submitted on the form provided herein.*

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## **Announcement Request for Proposal**

The City of Fairbanks is requesting proposals from firms qualified and interested in providing:

### **AUCTIONEER SERVICES**

#### **RFP #18-05**

**DESCRIPTION:** The City of Fairbanks is requesting proposals for **providing auctioneer services on a bi-annual (at minimum) basis for on-site auctions of impounded vehicles and city surplus goods. The City reserves the right to use online auctioneering services for city surplus and Fairbanks Police Department (FPD) evidence items.**

**PROPOSAL DOCUMENTS:** A copy of this RFP may be obtained on the City of Fairbanks website, [www.fairbanksalaska.us](http://www.fairbanksalaska.us). It is the Offeror's sole responsibility to check this website for additional information and / or addendums. Any RFP may also be requested by contacting the Purchasing Agent listed in this document. If you have any questions e-mail the Purchasing Agent listed in this document.

Sealed proposals are due **PRIOR** to the deadline noted above. Sealed proposals must be delivered to the City of Fairbanks, City Clerk's Office, located at 800 Cushman Street, Fairbanks, Alaska 99701. Late proposals will not be accepted – **NO EXCEPTIONS**. It is the Offeror's responsibility to confirm that the proposal documents are received.

**PUBLISHED:** Fairbanks Daily News Miner on **April 18, 22, 29, 2018**

## Section 1 – Instructions

1. **Communications:** The only communication concerning modifications, clarifications, questions, amendments, and addendums will be processed through the Purchasing Agent listed on the cover page. No contact with any other agents of the City is permitted, and will be grounds for disqualification. Any exceptions to this will be clarified in this document.
2. **Pre-Proposal Questions and Information:** If an Offeror finds a discrepancy, error, or omission in this document they are instructed to contact the Purchasing Agent, listed on the cover page, who will send written clarification to all prospective offerors and posted on the City of Fairbanks website. All questions must be submitted to the Purchasing Agent in writing via e-mail: [purchasing@fairbanks.us](mailto:purchasing@fairbanks.us) or by mail: City of Fairbanks – Purchasing, 800 Cushman Street, Fairbanks, AK 99701, by the deadline listed on the cover page of this document. All answers will be issued in writing.
3. **Modifications:** Clarifications, questions, amendments, and addendums may be made to this document by the City at any time prior to the proposal submittal deadline. It is the Offeror's sole responsibility to check the City website for these updates and or addendums.
4. **Proposal Submission:** All required documents must be submitted by mail, express service or hand delivered, in a sealed envelope, box, or package and clearly marked with the RFP title, RFP number, submittal date and time, and the Offeror's company name, address, phone number, and contact name.

All required documents must be delivered to the City Clerk's office at 800 Cushman Street, Fairbanks, Alaska 99701 prior to the deadline listed on the cover page of this document. This responsibility rests entirely on the Offerors, regardless of delays with mailing or any other reasons. Proposals can be accepted by the Clerk's office Monday – Friday between 8:00am – 5:00pm, except for City Holidays, which are listed on the City of Fairbanks website. The Clerk's time stamp is the official time stamp of receipt.

- a. The accepting and opening of a proposal document does not constitute the City's acceptance of the Offeror as a responsive and responsible Offeror. By accepting and opening a proposal, the City only presumes the Offeror is familiar with the proposal documents and agrees and understands all requirements in this document.
  - b. All prices and notations must be typed or written in ink. Pencil markings will not be accepted. Any mistakes must be crossed out and initialed by the person signing the proposal.
  - c. Proposals will not be accepted via facsimile or email.
  - d. All costs associated with preparation and presentation of this proposal are the Offerors' responsibility. No pre-proposal costs will be reimbursed to any Offeror. All documentation submitted to the City will become property of the City.
5. **Confidential and Proprietary Information:** If any information is confidential, it should be placed in a separate sealed envelope and marked CONFIDENTIAL. If any information is proprietary, an original

shall be delivered which is clearly marked PROPRIETARY and an additional copy shall be submitted omitting the proprietary information for city use. The copy containing proprietary information will be solely for city use and then disposed of after the proposal is awarded. The omitted copy will remain on file as part of the RFP documents for future use or records requests.

6. **Exceptions:** Any exception must be clearly defined and referenced to the proper section or paragraph of this document. The exception must include the Offeror substitution language and explanation as to the reason why this would provide an equivalent or better service or product. If no exceptions are explained in this proposal submittal, the City will assume the Offeror can perform accordingly.
7. **Bid Guarantee:** Per the Fairbanks General Code Sec. 54-163, bid security is required for all construction contracts. Bid security must be in an amount equal to at least:
  - a. Ten percent (10%) of bid amount if bid amount does not exceed \$100,000; or
  - b. Ten percent (10%) of the first \$100,000 and five percent (5%) of the amount of the bid over \$100,000, up to a maximum of \$200,000 in security.
8. **Duplicate Proposals:** The City will only accept one (1) proposal per Offeror, including its subsidiaries, affiliated companies, organizations, or franchises. If multiple proposals are received from the same Offeror, all proposals from the Offeror will be rejected.
9. **Withdrawal or Corrections:** Proposals may be withdrawn by written notice prior to the submittal deadline. Corrections may be made to proposals submitted if prior to the submittal deadline.
10. **Rejection:** The City reserves the right to reject any or all proposals and to waive any minor informalities or irregularities in proposals received if it is determined by the Purchasing Agent that it is in the City's best interest to do so. If any Offeror fails to provide any requested information in the consideration stage of the evaluation process, its proposal will be deemed non-responsive and rejected without any further evaluation. The City may reject any proposals from any Offeror which is in arrears or in default to the City on any contract, debt, or other obligation. The City may reject a proposal if the Offeror has been debarred per Fairbanks General Code Sec. 54-297, or has violated any other section of the Fairbanks General Code. The City may reject a proposal if the Offeror has been debarred by the State of Alaska or any Federal agency. The City has the right to reject all non-conforming, non-responsive, and unbalanced proposals.
11. **Procurement Policy:** Procurement for the City is based on the Fairbanks General Code Sec. 54 – Procurement and any applicable State of Alaska statutes. The Fairbanks General Code is available online at [www.fairbanksalaska.us](http://www.fairbanksalaska.us).
12. **Non-Discrimination:** The City will not contract with any persons or entities that discriminate against employees or applicants for any reasons other than those related to job performance. Prospective Offerors will comply with all Federal, State, and local laws and policies that prohibit discrimination in the workplace. The City will not discriminate because of race, religion, color, national origin, ancestry,

sex, sexual orientation, age, marital status, change in marital status, pregnancy, parenthood, physical or mental disabilities, genetic information, or political affiliation.

13. **Proposal Signatures:** An authorized official must sign all proposal documents for the offeror. This signature will represent the company or entity and its ability to commit to the requirements in this document.
14. **Contract Award:** The City has the right to award by item, group of items, total proposal, or any combination found to be in the best interest of the City. The City also reserves the right to contract with multiple entities for the same or like goods or services, if it is found to be in the City's best interest. The Notice of Intent to Award or Notice of Award is made to the successful bidder within ten (10) business days of the proposal's close date. Notice of Intent to Award and/or Notice of Award will be submitted to the Offeror in writing.
15. **No Response:** If an Offeror does not respond to this document, the City will continue to keep the Offeror's information for future proposals unless they specifically ask to be removed from the bidders' list.
16. **Public Records:** All proposals are subject to public records requests after award, with the exception of confidential and proprietary information. See paragraph 6 above for more information.
17. **Local Bidder Preference:** Per Fairbanks General Code Sec. 54-168, the City may award a contract based on solicited bids to the lowest responsive and responsible bidder after a local bidder's preference has been applied. Local bidder preference is the lesser 5% or \$5,000 for this contract. Local bidder preference does not apply to bids involving federal funds.
18. **Disqualification of Offerors:** Any one or more of the following reasons may cause proposals to be rejected:
  - a. Communication with any employees or agents of the City during the RFP process, excluding those specifically listed in this document.
  - b. Evidence of collusion or other anticompetitive practices among Offerors.
  - c. Lack of competency as revealed by financial, experience, or equipment statements.
  - d. Lack of responsibility as shown by past work with the City.
  - e. Uncompleted work under other current contracts which, in the judgment of the City, may prevent the prompt completion of additional work outlined in this document.
19. **Discussions:** Discussion with Offerors may commence after opening of all proposals to further clarify and or ensure full understanding of solicitation requirements.
20. **Subcontractors:** A Offeror must provide within 7 calendar days of receipt of Notice of Intent to Award a disclosure of all subcontractors that will be used for this proposal regardless of the dollar amount and the services they will. The list must include the company or subcontractor's name, business location, and evidence of the subcontractor's state business license.

21. **Offeror's Responsibilities:** The Offeror must be capable of providing all goods or services in this document, described in Section 2 – Specifications and / or Scope of Work. The Offeror must maintain these qualities until completion of the contract. If requested by the City, Offeror may be required to provide proof that Offeror is the manufacturer or an authorized dealer or re-seller. City requires a manufacturer's warranty with all first holder benefits when applicable. The successful Offeror is responsible for all goods and services in this document whether they are provided or performed by successful Offeror or their subcontractor.
22. **City Participation:** The City of Fairbanks will provide appropriate personnel to support the successful Offeror during the course of the contract. The Project Manager will be named in this document or the Purchasing Agent will act as contact until additional personnel are named specifically.
23. **Disclosure of Contents:** All information in this document will be held in confidence and not discussed with other Offerors until award. All proposals, excluding confidential and proprietary information, become the property of the City upon opening. (Please review paragraph 5 above for additional information.)
24. **Unusual Circumstances:** Where any unusual circumstances unforeseen by the City or the Contractor significantly affect the Contractor's ability or cost in providing goods or services, the Contractor may request cancellation of contract or adjustment to the costs. "Significantly" in this paragraph is defined as being beyond the control of the Contractor. The request must be documented in writing and may be denied.
25. **Contract Commencement:** Commencement of a contract by the successful Offeror shall not begin until all necessary documents are received and reviewed; all City approvals have been completed, including City Council approval for projects over \$250,000; and a purchase order is complete. Commencement of a contract without these requirements will be at the Offeror's sole risk and not compensated by the City.

## Section 2 – Specifications and/or Scope of Work

1. **Introduction:** Through this solicitation, the City invites Offerors who meet the qualifications and specifications in this document to submit bids or proposals for the purpose of **providing auctioneer services on a bi-annual (at minimum) basis for on-site auctions of impounded vehicles and city surplus goods and as needed for Fairbanks Police Department (FPD) evidence items and firearms. The City reserves the right to use online auctioneering services for City surplus and Fairbanks Police Department (FPD) evidence items if in the best interests of the City.**
2. **General Information:** The auction gross sales history for the past (5) years are:

2017: \$148,887 (4 Auctions)

2016: \$138,775 (3 Auctions)

2015: \$165,555 (2 Auctions)

2014: \$305,085 (4 Auctions)

2013: \$327,621 (4 Auctions)

The City uses the number of impounded vehicles to determine the number of auctions per year; two (2) or more auctions may be required annually. The first auction will be determined in the spring and agreed upon by both the City and the Auctioneer. The City does not hold auctions during the month of July. Auctions will only be held between, and including, April and October of each year on Saturday's and all dates will be mutually agreed upon by City and Auctioneer. Tentative 2018 auction dates for impounded vehicles and city surplus are June 2<sup>nd</sup> and 23<sup>rd</sup> and then another auction(s) in August or September (dates TBD).

The City surplus goods and FPD evidence items for sale will vary each year, and may consist of vehicles, heavy equipment, miscellaneous shop equipment, office equipment, furniture, and/or confiscated firearms.

The City has the right to establish a minimum bid on any item or lot and/or remove items from auction prior to the auction date.

The City may pull items for City department use after the auctioneer has logged all items.

**Qualifications:** To demonstrate the Offeror's ability to perform auctioneer services as described by the City, include in your proposal the following information:

- a. Your auctioneer experience during the past five (5) years for impound vehicles (may include cars, trucks, motorcycles, recreational vehicles, snow machines, ATVs), heavy construction equipment, and surplus City stock (may include City owned vehicles as well as building or office supplies and firearms).
- b. Your main staff, including their duties/functions and experience, who will be working with the City during all stages of the auction.
- c. A minimum of two (2) samples of print advertisement or mailers used by your company to promote an auction of similar size and type.



- d. A minimum of two (2) references for a similar scope of work for commercial or governmental entities.

### 3. Scope of Work:

#### A. Auctioneer Responsibilities:

- a. Auctioneer will furnish all services and equipment required to conduct a professional auction to be held in the Public Works (PW) yard at 2121 Peger Road, Fairbanks, Alaska 99709. Auctioneer and entire staff will wear same, bright colored, safety vest or shirts to be easily identified by City staff and bidders.
- b. Auctioneer will be responsible for and provide copies of advertising, including the date and time of the preview event and the auction, which is usually the Friday before the Saturday auction. This includes, at minimum, two (2) display advertisements in the local daily newspaper, at minimum, five (5) days apart. Advertisements shall include the date and time of the preview event and the auction. Auctioneer shall advertise on its company website with pictures if available. The City is amenable to any other advertising in addition to these minimum requirements.
- c. Auctioneer is required to assist with pre-auction preparation on the Monday prior to the auction. Auctioneer will provide staff to support pre-auction preparation, including duties such as: item/lot arrangement, tagging items with item number, removing discretionary items from vehicles and palletize in groups (i.e., camping equipment, bikes, etc.), removing license plates from impounded vehicles and marking with item number, removing face-plates off stereos and marking them with item number (to be auctioned with vehicle), removing keys and tagging them with item number, removing any personal items with any names or identification and placing in envelope and marking with item number, collecting loose change or money and turning in to the City, removing any alcohol or drug paraphernalia (City to provide puncture resistant gloves and assist), taking pictures of items to post on company website, and assisting City staff with display of items to be auctioned. The City has the right to make final approval of lots.
- d. Auctioneer is required on-site to assist City staff during preview event, the Friday before the auction on Saturday, from 10:00 a.m. to 4:00 p.m., and for a few hours prior to the auction itself. Auctioneer will provide at minimum three (3) staff to provide security, early bidder registration, and general support during the preview event. This does not include FPD evidence and firearm auction, as the only preview event is the few hours prior to the start of the auction for these items.
- e. Auctioneer will provide the following personnel during the auction: Auctioneer; minimum of two (2) cashier/clerk, minimum of four (4) additional staff to provide auctioneer assistance, gate security (must be manned from opening to closing), parking assistance, and release of sold items. One staff must be able to substitute as auctioneer.
- f. Auctioneer will provide staff on the Monday following the auction to assist with security at the gate, release items, contact bidders who still need to pay, collect payments, and contact bidders who still have not picked up purchased items. If these tasks are not all

- completed on the Monday following the auction, Auctioneer staff may be required to assist on the Tuesday as well.
- g. Auctioneer will provide, to a PW administrative staff, at the end of the auction, on the same day, copies of all auction tickets with item number, description, bidder number, and amount. The City also requires a copy of the bidder's registration list at the close of the auction.
  - h. Auctioneer will collect all auction proceeds, total all invoices, and prepare and provide a final report within five (5) days after the auction. This includes reconciling payments with City staff and presenting a check and final copy of the report to the City Clerk's office at 800 Cushman Street, Fairbanks, Alaska 99701. Final report will include total sales and document the amount deducted for the Auctioneer's commission.
  - i. Auctioneer will accept and process Visa and MasterCard credit/debit transactions for purchasing at the auction. Auctioneer may assess the card holder with a credit card processing fee once the City approves the percentage of the fee. If a fee is assessed, the fee shall be stated in the sale brochure provided on the day of the auction and posted for bidder at registration.
  - j. Auctioneer MAY NOT ASSESS a buyer's premium to bidders for any City auctions.
  - k. For firearm auctions, Auctioneer will be responsible for providing a federal firearms licensed (FFL) gun dealer. The FFL gun dealer will be responsible for security of the firearms during and after the auction, as well as performing background checks prior to release of the sold firearms.

#### B. City Responsibilities

- a. Arrange for impounded vehicles to be lined up for auction prior to Monday before the auction.
- b. Ensure documents are in order for successful bidder to obtain clear title from DMV.
- c. Deliver pallets to auction line for discretionary items to be sold separately from vehicles.
- d. Move pallets to auction office until sale preview.
- e. Assist with license plate removal, if necessary, and provide them to DMV.
- f. Final inspection on Thursday before the Saturday auction, searching for and removing contents missed in first pre-auction preparation and inspection.
- g. Provided City Personnel: Impound Officer; two (2) staff to assist with processing sale documents; Purchasing Agent; and laborer or operator to assist with loading City surplus items after purchased. City may also assist with bidder registration if necessary on day of auction.
- h. Provide laborer or operator with forklift to assist in loading City surplus items ONLY and on day of auction ONLY. The City will not assist with impound vehicles.
- i. Compile and print auction catalog.
  
- j. City will publish auction schedule in local newspaper and on City website.

- C. **Contract Term:** The contract will be for a minimum of **one (1)** year, with a **two (2) additional** one (1) year options to renew at the sole discretion of the City. It is anticipated this contract will commence **mid-May of 2018. City and successful Offeror may extend on a month to month basis if in the best interest of both parties and agreed upon in writing at the end of the initial contract term.**
- D. **Escalation Clause:** The Purchasing Agent may determine that an increase in the compensation to be paid to the Auctioneer under the contract is required when a substantial increase for costs of goods or services is needed to fulfill the terms of the contract, only when such circumstance is due to extreme market forces beyond the control of the Auctioneer and has already occurred. Auctioneer must submit a fully documented request for review of the pricing, no more than once per year, with the proposal pricing being fixed for the first year of the contract.
- E. **Award:** The City of Fairbanks anticipates awarding this contract **as a whole.**

### Section 3 – Standard Terms and Conditions

1. **Assignment / Transfer:** Assignment or transfer of this Agreement or Contract without written consent of the City of Fairbanks may be construed by the City as a breach of contract sufficient to cancel any Agreement or Contract at the discretion of the City.
2. **Inspection:** All goods and services are subject to inspection and approval by the City at all reasonable times, including inspection during manufacturing. Inspection and approval by City at Contractor's place of business or work site does not preclude rejection for defects upon discovery by subsequent inspection. Any goods or services rejected by the City shall be promptly repaired or replaced at Contractor's expense. Any and all costs incurred by the City in connection with the return of goods or rejection of services shall be at the Contractor's risk and expense.
3. **Risk of Loss:** Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
4. **Warranty:** Contractor warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications. Such goods shall be of good merchantable quality and fit for the known purposes for which sold, and are free and clear of all liens and encumbrances. Contractor and City agree that this order does not exclude, or in any way limit, other warranties provided for in this Agreement or Contract or by law.
5. **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Contractor when submitting invoice for payment. An Exemption Certificate is available upon request.
6. **Invoices:** Invoices for goods must be submitted on date of complete shipment. Invoices for services must be submitted within 45 days after completion of services. Payment will be delayed if the invoice fails to reference the purchase order number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the purchase order. The City will provide payment 30 days after satisfactory delivery, acceptance, and receipt of invoice.
7. **IRS Form W-9 and Vendor Information:** Contractor must have on file with the City a current IRS Form W-9 and complete a vendor registration form before City will issue a purchase order to the Contractor.
8. **Compliance with Laws:** Contractor represents and warrants that the performance of this order and furnishing goods or services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State, and City laws, rules, regulations, resolutions, and ordinances including, but not limited to, the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, and the Occupational Safety and Health Acts.

9. **Amendments:** No amendments, modifications, or supplements to this contract shall be binding unless in writing and signed by all authorized representatives of both parties.
10. **Termination:** When it is in the City's best interest, City may unilaterally cancel this Agreement or Contract at any time whether or not Contractor is in default of any of its obligations hereunder. With any such cancellation, Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City agrees that Contractor shall be paid for items and/or services already accepted by City, but in no event shall the City be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this Agreement or Contract at any time for the failure of the other to comply with any of its material terms and conditions. All Offerors recognize that the City is a government entity and that payment obligation is subject to yearly appropriations by the City's governing body and that if funds are not appropriated, this Agreement or Contract will terminate without penalty to either party.
11. **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.
12. **Complete Agreement:** The parties agree that the conditions of purchase stated herein and the Offeror's proposals set forth their entire Agreement or Contract and there are no promises or understandings other than those stated herein, and that any prior negotiations between the City and Contractor or terms and conditions set forth in the Contractor's quotation, order, or sales acknowledgment shall not constitute a part of the Agreement or Contract between the City and Contractor concerning this purchase. The terms "Agreement" and "Contract" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
13. **Liability and Indemnity:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress or death) arising directly or indirectly in connection with the performance or activities of the Contractor hereunder, whether the same arises before or after completion of the Contractor's operations or expiration of this Agreement or Contract, except for damage, loss or injury resulting from the City's gross negligence or willful misconduct solely.
14. **Insurance Requirements:** Contractor must furnish a certificate of insurance within ten (10) days of receipt of the Notice-of-Intent to Award and must endorse policies to provide for a thirty (30) day prior notice to the City of cancellation, non-renewal, or material change of the policies. Failure to furnish satisfactory evidence of insurance or lapse of policy is a material breach of the contract and grounds for termination of this Agreement or Contract. Each policy shall be endorsed with a waiver of subrogation in favor of the City. All other insurance policies required of the Contractor shall be endorsed to provide that such insurance shall apply as primary insurance and that any insurance or self-insured carried by the

City will be excess only and will not contribute with the insurance required by this Agreement or Contract. All other insurance policies required of the Contractor and subcontractors shall be endorsed to name the City as additional insured. All insurance shall be on an occurrence form acceptable to the City and having an A.M. Best rating of "A" or better.

- a. Workers' Compensation and Employers' Liability Insurance as required by any applicable law or regulation. Employers' liability insurance shall be in the amount no less than \$500,000 each accident for bodily injury, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employee, coverage shall be included for such injuries or claims.
- b. Commercial General Liability Insurance: The Contractor is required to provide Commercial General Liability (CGL) insurance with limits not less than \$5,000,000 for any contract over \$1,000,000 and not less than \$1,000,000 for contracts under \$1,000,000 combined single limit per occurrence and \$5,000,000 for any contract over \$1,000,000 and not less than \$1,000,000 for contracts under \$1,000,000, in the aggregate not excluding premises operations, independent Contractors, products, and completed operations, broad form property damage, blanket contractual, explosion, collapse and underground hazards. Limits may be a combination of primary and excess (umbrella) policy forms.
- c. Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 single limit per occurrence bodily injury and property damage.
- d. Property Insurance: The Contractor shall submit to the City evidence of All Risk Builder's Risk Insurance for all physical loss, including earthquake and flood (100% completed value basis) upon the entire work naming the City, the Contractor and the subcontractors as additional insured parties and as their interests may appear to the full contract sum thereof, until the project is completed by the Contractor and accepted by the City. The policy, by endorsement, shall specifically permit partial or beneficial occupancy at or prior to substantial completion or final acceptance of the entire work. - **Not applicable to this solicitation** -

**PROOF OF INSURANCE:** The Contractor shall furnish the City with a Certificate of Insurance or, where requested by the City, the policy declaration page with required endorsements attached thereto showing the type, amount, effective dates, and dates of expiration of all policies. All endorsements shall reference the policy number and the project name and project number. The owner is the City of Fairbanks and is to be identified on all certificates and endorsements.

Without limiting its indemnification, the Contractor shall maintain, until termination of Agreement or Contract or completion and acceptance of the project by the City, occurrence type coverage of the kinds and minimum amounts set forth above. All insurance limits are minimum coverage required.

If the Contractor's policy contains higher limits, the City shall be entitled to coverage to the extent of such higher limits. The City, at its sole discretion, may raise or lower the limit.

15. **Required Bond:** **The Offeror who receives a Notice of Intent to Award from the City will be required to provide an Auctioneers Bond in the amount of \$100,000 to the City for the entire length of the contract.**
16. **Records:** The City reserves the right to inspect all vendor documents relating to this Agreement or Contract for up to three (3) years after expiration.
17. **Acceptance of Proposals:** As soon as practicable after opening, proposals valued over \$250,000, the City Council is the approving body. The rights and obligations of the contract will become effective and binding upon the contracting parties only after formal execution of a purchase order signed by the Purchasing Agent or a contract form signed by the Contractor and City Mayor. No other act whether oral, written or implied shall constitute acceptance of a proposal.
18. **Postponement:** The City reserves the right to postpone the date of the opening of proposals and will give written notice of any such postponement to all known holders of the contract documents.
19. **Delivery:** Successful Offerors may be required to provide reasonable evidence from their source of supply or manufacturer to justify the delivery dates furnished in their proposal. Any unreasonable deviation from the proposed delivery dates shall constitute a breach of contract and shall entitle the City to cancel all obligations to the Contractor.
20. **Time is of the essence:** The Offeror is expected to deliver goods or services that conform in all material respects to the contract specifications on or before the date provided herein. This date may be amended by written agreement between both parties.
21. **Safety Data Sheets:** For all materials supplied under this offer, the Offeror will provide to the City the applicable Safety Data Sheet (SDS). SDS must be received prior to final payment.
22. **Cooperative Purchasing:** Any other State of Alaska government entity may exercise their option to use this same contract to make similar purchases of like items, based on similar quantity. The City is not liable for any other State of Alaska government entity or their purchases.
23. **Facility Security and Background Checks:** For all services provided at the Fairbanks Police Department, located at 911 Cushman Street, Fairbanks, Alaska 99701, access is controlled by the rules, regulations, and laws related to the Federal Criminal Justice Information System (CJIS) and the Alaska Public Safety Information Network (APSIN). All vendors are considered a visitor or guest unless they are fully cleared by APSIN, including a background check and fingerprinting. Ultimately, the State of Alaska has the authority to award APSIN clearance and it may be denied. If APSIN clearance is not necessary, a criminal history check will be required, which may allow access to the building with fully cleared personnel. All visitors and guests will have to be accompanied by fully cleared personnel while

in the building. If you are the successful Offeror and your services are to be performed within this facility you will be provided with the proper paperwork based on the appropriate level of access required.



## Section 4 – Evaluation Process

1. **Evaluation:** The City will rate each proposal based on the evaluation criteria specified in this document. The City may conduct telephone or in-person interviews during the evaluation period for clarification purposes.
2. **Scoring Method:** Each rating criterion will have an assigned weight, described below, and each criterion will be rated one (1) through ten (10) by the evaluation committee, with ten (10) being the best score possible. The score will be multiplied by the assigned weight to get a total score. For example, if an evaluator says the Offeror scored an “eight (8)” in Procedures and Methods, the final calculation would be  $30 \times .8 = 24$  points for that criterion.

<b>Criteria:</b>	
Qualifications and Experience	30
Procedures and Methods	30
<u>Commission Fee</u>	<u>40</u>
Total weight of all criteria	100

3. **Qualifications and Experience of Auctioneer:** See Sec. 2, page 8, for clarification of this requirement.
4. **Auctioneer Procedures and Methods:** To demonstrate how the auction and required services will be performed include the following information in your proposal
  - a. Description of your company’s plan/approach to performing the proposed auction services. Include a detailed description of services to be provided and identify any constraints, if any, which may impact your ability to providing these services.
  - b. Provide an advertising plan (examples are already required in Sec. 2(3) and should be submitted). Confirm what advertising will be provided, including ad size and content and any other pertinent information.
  - c. Indicate any processing fee that may be administered for bidders that choose to use a debit/credit card for purchases. Specify which types are accepted (Visa, MasterCard).
  - d. Confirm there is no buyer’s premium to bidders at the auction.
  - e. Provide an example of the final report that will be provided to the City indicating all sales data and commission calculation.
5. **Commission:** The Price Form will be required and used by the evaluation committee.

## **Section 5 – Required Forms**

Forms included in this solicitation or required when submitting Proposal:

- 1. Proposal Form**
- 2. Non-Collusion Statement**
- 3. Price Form**
- 4. State of Alaska and City of Fairbanks Business Licenses Copies (or waiver if applicable)**
- 5. Information required for evaluation process. See pages 8 & 16 of this document for more information.**
- 6. Sample of the document provided to the bidders at the time of registration for the auction, “Information to Buyers” or “Buyers FAQ” for example.**
- 7. W-9 – Attachment 1**
- 8. New Vendor Registration Form – Attachment 2**

Download solicitations, addendums, and forms at: <http://www.fairbanksalaska.us>

# PROPOSAL FORM

## City of Fairbanks

### Auctioneer Services

### RFP #18-05

**Failure to complete this form shall result in your Offer being deemed non-responsive and rejected without any further explanation.**

#### **Offer and Obligation:**

The undersigned hereby offers, and agrees to be bound and obligated to this offer, to furnish the goods and / or services in compliance with all Terms and Conditions, Scope of Work, Specifications, and Addendums in this solicitation and, if awarded, enter into an Agreement or Contract with the City.

#### **Addendums:**

The undersigned has read, understands, and is fully cognizant of all parts of this solicitation, together with any addendum issued in connection with this document. The undersigned hereby acknowledges receipt of the following addendum(s). In addition, the undersigned has completely and appropriately filled out and submitted all required forms. Initial next to each applicable addendum number(s) or, if none, leave blank.

Addendum #1 \_\_\_\_\_ Addendum #2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_ Addendum #4 \_\_\_\_\_

If additional addendums were issued, list numbers here and initial. \_\_\_\_\_

#### **Compliance:**

The undersigned hereby accepts all administrative requirements of the solicitation and will be in compliance with such requirements. By submitting this Proposal Form, the Offeror represents that they are in compliance with all applicable provisions of the City of Fairbanks Code of Ordinances Chapter 54 – Procurement, and if awarded a contract to provide the construction, goods, or services required in this solicitation will comply for the entire length of the Agreement or Contract.

#### **Non – Collusion:**

The undersigned, by submission of this Proposal Form, hereby declares that this offer is made without collusion with any other business or person making any other offer, or which otherwise would make an offer.

#### **Performance Guarantee:**

The undersigned further agrees that if awarded the Agreement or Contract, it will submit to the City any required performance guarantee (i.e. irrevocable letter of credit or cash deposit), if applicable.

**Proposal Price:**

The undersigned agrees to abide by the pricing contained on the Price Form.

**NO OFFER WILL BE ACCEPTED WHICH HAS NOT BEEN MANUALLY SIGNED IN INK IN THE APPROPRIATE SPACE BELOW**

I certify, under penalty of perjury, that I have the legal authorization to bind the company hereunder:

For clarification of this offer, contact:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City            State            Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Email

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID  
Number

\_\_\_\_\_  
City of Fairbanks Business License

\_\_\_\_\_  
Alaska Business License Number

\_\_\_\_\_  
Contractor's License Number

# NON-COLLUSION STATEMENT

## City of Fairbanks

**Auctioneer Services**

**RFP #18-05**

**Failure to complete this form shall result in your Offer being deemed non-responsive and rejected without any further explanation.**

This is to certify that the undersigned Offeror has neither directly nor indirectly, entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this Proposal submitted to the City of Fairbanks for RFP #18-05, **Auctioneer Services**.

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Company Name

- Corporation
- Partnership
- Individual

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My Commission Expires  
\_\_\_\_\_

# PRICE FORM

## City of Fairbanks

Auctioneer Services

RFP #18-05

**Failure to complete this form shall result in your Offer being deemed non-responsive and rejected without any further explanation.**

Commission Fee (as a percentage) to be assessed on total gross auction sales/dollar volume

---

Company Name

---

Percentage %

# State of Alaska & City of Fairbanks Business License Waiver Form

## City of Fairbanks

### Auctioneer Services

### RFP #18-05

All RFP responses must be completed as described in this solicitation. For all Offerors who are located and or solely operate outside the State of Alaska and/or the City of Fairbanks, license requirements are waived to submit this proposal. If you receive Notice of Intent to Award from the City, both licenses will be required within the terms listed in said letter.

Please initial below of this waiver currently applies to your entity.

\_\_\_\_\_ Waiver for State of Alaska Business License

\_\_\_\_\_ Waiver for City of Fairbanks Business License

By submitting this form, Offeror understands waiver and potential requirements if selected as successful Offeror and receives Notice of Intent to Award.

**SAMPLE AGREEMENT FOR SERVICES**

CITY OF FAIRBANKS

**NAME OF SERVICES/PRODUCT/PROJECT**

**RFP OR ITB #**

THIS AGREEMENT, made and entered to be effective the XX day of MONTH, 20XX, by and between the **CITY OF FAIRBANKS**, hereinafter called OWNER, and **COMPANY NAME**, licensed and qualified to do business within the State of Alaska, hereinafter called CONTRACTOR.

RECITALS

- a) The OWNER desires the performance, provision, and accomplishment of the services, labor, and materials described and set forth in Owner's **REQUEST FOR PROPOSAL (RFP) OR INVITATION TO BID (ITB)** for furnishing **SERVICES/PRODUCT/PROJECT, RFP OR ITB #**.
- b) CONTRACTOR represents that it is ready, able, and qualified to provide, in all respects, all of the services according to the conditions and provisions of this Agreement in the manner, at the times, and for the consideration hereafter provided.

NOW, THEREFORE, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and/or attached and incorporated herein and made a part hereof, the parties hereto agree as follows:

SECTION 1: AGREEMENT TO PERFORM - the OWNER hereby agrees to engage the CONTRACTOR, and the CONTRACTOR hereby agrees to perform, complete, provide and furnish, in a timely and proper manner, and pursuant to and in accordance with all of the terms, covenants, conditions, and provisions of this agreement, all of the work, services, labor and materials required to accomplish all of the work described in **RFP OR ITB #**, hereof at the times and in the manner and for the consideration set forth.

SECTION 2: SCOPE OF WORK - The CONTRACTOR shall perform, supply and provide all of the work, services, and materials (hereinafter collectively referred to as work) as set forth and described in **RFP OR ITB #**. The tasks are to be performed during the period **commencing MONTH XX, 20XX**, and continuing for **NUMBER (XX) months until MONTH XX, 20XX**, unless terminated pursuant to **SECTION OF RFP OR ITB, TITLE**, or extended pursuant to **SECTION OF RFP OR ITB, TITLE**.

TASKS:

**GENERAL DESCRIPTION OF SERVICES/PRODUCT/PROJECT** as are detailed in City of Fairbanks **RFP OR ITB #**, and the filed proposal of **MONTH XX, 20XX**. To the extent the scope of work is outlined in **RFP OR ITB #** and the CONTRACTOR'S proposal, those documents are a part of this Agreement by reference. In the event of a conflict between OWNER'S and CONTRACTOR'S scope of work to be performed [as enunciated in OWNER'S **RFP OR ITB #** and (if any) amended scope presented in the CONTRACTOR'S proposal], the OWNER'S scope shall dictate the scope of work required under this Agreement and is incorporated herein by this reference.



SECTION 3: COMPENSATION AND PAYMENT - For and in consideration of the timely and proper performance of work authorized as provided herein, the OWNER shall pay the CONTRACTOR net 30 upon receipt of itemized invoice. **DESCRIPTION OF MONTHLY REPORTING REQUIREMENTS FROM RFP OR ITB CAN BE INCLUDED HERE.**

SECTION 4: NO ADDITIONAL WORK - No claim for additional work, services or materials, not specifically and expressly requested and authorized in writing as provided for in this agreement, or by a written amendment thereto signed by both parties, done or furnished by the CONTRACTOR, will be allowed or paid by the OWNER, and CONTRACTOR expressly waives any claim therefore.

SECTION 5: OWNER'S CONTRACTING OFFICER - For purposes of this agreement, the OWNER'S Contracting Officer shall be the Purchasing Agent or the **COF EMPLOYEE TITLE**, or such other person as is designated in writing by such person.

SECTION 6: COMPLIANCE WITH GUIDELINES AND PROCEDURES - The CONTRACTOR shall provide and perform all work, services, and materials in full, strict, and complete compliance with all the following procedures and guidelines:

a) CONTRACTOR will provide, at its expense, all necessary office and work areas and all equipment and office supplies.

b) CONTRACTOR will provide adequate numbers of professional personnel as well as all other skilled and semi-skilled personnel to accomplish the required scope of work contained herein.

SECTION 7: CONTRACTOR QUALIFICATION - The CONTRACTOR expressly represents and warrants it is now and shall continue to be at all times during the performance of this agreement, the holder of all required or necessary professional, business or other licenses or permits and is qualified and capable of performing all of the work covered or called for by this Agreement and is presently ready, able and willing to undertake and perform all of such work and services and to supply all necessary materials and equipment in a non-negligent professional and workmanlike manner pursuant to the terms, conditions and provisions, at the times, and for the compensation and payments as herein provided.

SECTION 8: CONTRACTOR RESPONSIBLE FOR PERSONNEL - The CONTRACTOR has or will secure, at CONTRACTOR'S own cost and expense, all personnel required to perform this Agreement in a timely and proper manner. The parties hereto agree and understand that such personnel shall in no event be deemed to be, and are not, employees, agents, or representatives of the OWNER and such persons shall have no contractual or other relationship with the OWNER, and the OWNER shall have no responsibility or liability whatsoever to any of said persons, or for the acts or omissions of any of such persons.

SECTION 9: PERSONNEL SUPERVISION - CONTRACTOR agrees that all work and services required or provided under this Agreement shall be performed by the CONTRACTOR, or qualified employees thereof.

SECTION 10: INDEPENDENT CONTRACTOR - The parties hereto expressly agree that the CONTRACTOR shall be and is an independent CONTRACTOR and is not an employee or agent of the OWNER, and is, therefore, entitled to no insurance coverage, whether worker's compensation or otherwise and no other benefits accorded to OWNER'S employees. No withholding, FICA, or other taxes (whether income, sales or otherwise)

or other amounts, will be withheld from the payments due to the CONTRACTOR, it being understood that the CONTRACTOR is solely responsible therefore, provided OWNER shall be entitled to withhold such retainage or other amounts from any progress or other payments as have been provided for elsewhere in this agreement.

SECTION 11: TERMINATION - If this Agreement is terminated, OWNER shall be liable only for payment for actual work performed at the rates stipulated.

SECTION 12: CHANGES OR MODIFICATIONS - Any change in any regulations or requirements applicable to the work called for herein, made, caused or imposed by, or as a result of, the action of any state, federal, or other governmental agency that has or will provide all or any portion of any funds for payment for the work or project which is the subject of this Agreement shall automatically become a part of and amendment to this Agreement and the CONTRACTOR shall comply therewith

SECTION 13: CONFLICT OF INTEREST - The CONTRACTOR covenants, warrants and represents that the 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 agreement. The CONTRACTOR further covenants, warrants, and represents that in the performance of this agreement, no person having any such interest shall be employed. In the event that there may be any appearance of potential conflict of interest, CONTRACTOR will advise OWNER the details thereof, in writing, and the OWNER may grant CONTRACTOR a specific waiver of this provision on an individual case basis.

SECTION 14: CONFIDENTIAL INFORMATION. All information, and work products relating to or generated pursuant to this Agreement shall be kept confidential and shall not be disclosed, discussed or made available to any other person or organization by the CONTRACTOR, its employees or representatives, without the prior written approval of the OWNER provided, however, the OWNER shall have the right to audit, inspect and otherwise obtain any information as provided in Section 15 of this Agreement or regarding performance of this Agreement by the CONTRACTOR.

SECTION 15: REPORTING AND RECORDS

a) At any time during normal business hours, and as often as the OWNER deems necessary, there shall be made available to the OWNER, at a location within the City of Fairbanks or at the office of the CONTRACTOR, any and all books, records and documents regarding matters covered or related to this Agreement or the performance of, or payment for, the work called for herein, excluding licensed software and/or pre-existing developmental software used to complete the work, and the OWNER shall be entitled to make audits and copies of all such work papers, expense receipts, and summaries or data relating to any all matters covered by this Agreement or performance or payment for the work called for herein.

b) All project records shall be maintained by the CONTRACTOR for not less than three (3) years after completion and final acceptance of all work by the OWNER and shall be subject to inspection and copying by the OWNER, representative of the OWNER, or third party designated in writing by OWNER.

SECTION 16: HOLD HARMLESS AND INDEMNITY - The OWNER, its officers, employees and agents shall not be held liable for any claims, liabilities, penalties, fines or for damage to any goods, properties or effects of any person whatsoever, nor for any personal injury or death, caused by or resulting from any act or omission of CONTRACTOR, or by any of CONTRACTOR'S officers, employees, agents, representatives,

contractors, or subcontractors in the performance or nonperformance of this agreement, and CONTRACTOR further agrees to appear and defend, and to indemnify and save free and harmless the OWNER and its officers, employees and agents from and against any of the foregoing claims, liabilities, penalties, fines or damages, whether or not valid, and for any cost and expense, including reasonable attorney's fees incurred by the OWNER, its officers, employees or agents on account of any claim therefore.

SECTION 17: INSURANCE - As indicated in **RFP OR ITB #:** **SECTION OF RFP OR ITB, TITLE.**

SECTION 18: INDEPENDENT CONTRACTOR; NO AUTHORITY TO BIND OWNER - The parties hereto agree that CONTRACTOR is an independent contractor and is not, and shall not be construed to be a partner, joint venture, employee or agent of the OWNER and shall not, and is not authorized to, enter into or make any contracts, agreements or enter into any other understanding with any other person, corporation, partnership, joint venture, or other entity, in the name of or for the benefit of the OWNER.

SECTION 19: NO THIRD PARTY BENEFICIARIES - Nothing in this Agreement shall be construed to give any person other than the OWNER and the CONTRACTOR any legal or equitable right, remedy, or claim under this agreement, but it shall be held to be for the sale and exclusive benefit of the OWNER and the CONTRACTOR.

SECTION 20: PAYMENT OF TAXES - The CONTRACTOR shall pay all federal, state, and local sales, excise or other taxes or assessments incurred by the CONTRACTOR in a timely manner.

SECTION 21: ASSIGNMENT AND SUBLETTING PROHIBITED WITHOUT PRIOR CONSENT OF OWNER - The CONTRACTOR shall not assign, transfer, convey, pledge, hypothecate, sublet, subcontract, or otherwise dispose of or encumber this agreement, or the rights thereunder, nor shall the CONTRACTOR delegate any of its duties hereunder **without the prior written consent of the OWNER**. Any such attempted assignment, transfer, conveyance, pledge, hypothecation, subletting or other disposition, or the attempted assignment, disposition or delegation of duties or rights shall be null and void and of no force or effect and shall be grounds and cause for immediate termination of this Agreement without liability by and at the option of the OWNER.

SECTION 22: NOTICE - Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail at the address set forth below. Either party may change its address by notifying the other party of its change of address in writing. Notice shall be deemed to have been duly made and given when delivered if served personally, faxed, or upon the expiration of seventy-two (72) hours after the time of mailing if mailed as provided in this section. Notice made by fax will be confirmed with mailing of original notice.

OWNER:

City of Fairbanks and

800 Cushman Street

Fairbanks, Alaska 99701

CONTRACTOR:

COMPANY NAME

COMPANY ADDRESS

COMPANY ADDRESS

### SECTION 23: EQUAL EMPLOYMENT OPPORTUNITY

- a) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of unlawful reasons and will abide by all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices. The CONTRACTOR will take affirmative action to insure that such federal and state employment discrimination laws are not violated. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, those notices regarding employment discrimination as required by law.
- b) The CONTRACTOR shall state in all solicitations or advertisements for employees to work on contract jobs to be let in the performance of this agreement, that all qualified applicants will receive consideration for employment in a form required by law.
- c) The CONTRACTOR agrees to fully cooperate with the office or agency of the State of Alaska which seeks to deal with the problem of unlawful or invidious discrimination, and with all other state efforts to guarantee fair employment practices under this agreement, and said CONTRACTOR will comply promptly with all requests and directions from the State Commission for Human Rights or any of its officers or against relating to prevention of discriminatory employment practice.
- d) Full cooperation as expressed in the foregoing clause c) shall include, but not be limited to, being a witness in any proceeding involving questions of unlawful, or invidious discrimination if such is deemed necessary by any official or agency of the State of Alaska, permitting employees of said CONTRACTOR to be witnesses or complainants in any proceeding involving questions of unlawful or invidious discrimination, if such is deemed necessary by any official or agency of the State of Alaska, or the OWNER, participating in meetings, submitting periodic reports on the equal employment aspects of present and future employment, assisting in inspection of relevant facilities, and promptly complying with all state directives deemed essential by any office or agency of the State of Alaska, or the OWNER, to insure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- e) Failure to perform any of the above agreements pertaining to equal employment opportunities shall be deemed a material breach of the contract and sufficient grounds for termination of this Agreement for cause without liability.

SECTION 24: WORKER'S COMPENSATION COVERAGE - The CONTRACTOR, if subject to the provisions of the Alaska Worker's Compensation Act (A.S. Title 23, Chapter 30), shall, upon request, provide the OWNER and the State of Alaska with proof, furnished by the insurance carrier, of current coverage for worker's compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an approved current certification of self-insurance by the Alaska Worker's Compensation Board. The CONTRACTOR further acknowledges and agrees that in the event it fails to maintain proper worker's compensation coverage, the provisions of A.S. 23.30.045(e) will be implemented, and the OWNER, at its option, may terminate this Agreement for cause without liability.

### SECTION 25 - MISCELLANEOUS

- a) Relationship of Parties: Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship or principal and agent or of partnership or of joint venture

between the parties hereto, it being understood and agreed that neither method of computation of payment nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of OWNER and independent contractor.

b) Terminology: Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

c) Nonwaiver: No delay or omission of the right to exercise any power by either party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term, or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

d) Law Applicable: The laws of the State of Alaska shall govern the construction, validity, performance, and enforcement of this agreement. Venue as to any action or claim proceeding, arising out of, or based upon this agreement, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate state court sitting in the City of Fairbanks, Fourth Judicial District, Alaska.

e) Successors and Assigns: Except as otherwise provided herein, the covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto but their respective personal representatives, heirs, successors, and assigns.

f) Compliance With Law and Regulations: CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, comply with all of the requirements of all local, state, or federal laws, ordinances, or regulations now in force, or which may hereafter be in force, pertaining to this Agreement, or the project or work to be performed, and shall faithfully observe in the performance of this Agreement, all local, state, and federal laws, ordinances and regulations now in force or which may hereafter be in force.

g) Entire Agreement: This Agreement and any schedules, appendices or attachments attached hereto set forth all the covenants, promises, agreements, conditions and understandings between the parties, hereto, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this agreement, or any schedule, appendix, exhibit or attachment thereto shall be binding upon the parties hereto unless reduced to writing and signed by both parties. This Agreement constitutes a final, complete, and exclusive statement of the Agreement between the parties; provided, however, that this Agreement does not incorporate or nullify any previous oral or written contract for other work not encompassed within the scope of work of this agreement.

h) Severability: In the event any provision of this Agreement is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

WHEREFORE, the parties have entered into this Agreement to be effective as of the day and year first above written. Executed at the City of Fairbanks, Alaska.

BY:

OWNER:

CONTRACTOR:

CITY OF FAIRBANKS

\_\_\_\_\_

\_\_\_\_\_

Mayor Date

**NAME, TITLE** Date

Approved as to Form:

OFFICE OF THE CITY ATTORNEY

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

City Attorney Date

City Clerk Date