REQUEST FOR PROPOSALS
RFP No. 21-134 Airport Financial Model

ISSUED BY: Mary C. Johns, CBJ Buyer

ISSUE DATE: 10/22/2020

DEADLINE: 11/12/2020 prior to 2:00 p.m. AK time *Late proposals Will Not Be Accepted.

SUBMITTING: Timely responses are accepted via:
• Electronic Submission* at Public Purchase www.publicpurchase.com the CBJ’s eProcurement Provider. (*Vendors must complete the quick, easy, and free online registration to be able to submit.)
• Email, fax, U.S. mail or courier delivery to the CBJ Purchasing Division. If dropping off your Proposal, per CBJ Emergency Ordinance No. 2020-34, a Face Covering must be worn in public buildings. Note: U.S. mail or courier delivery to AK takes longer. Verification of receipt prior to deadline is suggested. Late responses will not be accepted.

CONTACT & QUESTIONS: CBJ Purchasing Division of Finance is the sole point of contact for all matters pertaining to this procurement. No oral interpretations will be made. Submit any interpretation requests in writing, noting issuing buyer and solicitation number. Request must be received a minimum of five (5) business days prior to the RFP deadline via email to Purchasing@Juneau.org or Fax to (907) 586-4561.

FUNDS: Award restrictions apply to the funds being used for this project; therefore, CBJ Bidder’s Preferences is not valid and will not applied or allowed.

ADDENDA: Any changes to CBJ issued documents will be in the form of an addendum to the solicitation. Addenda are issued as promptly as is practical to all planholders. All such addenda shall become part of the solicitation.

Document Response Disclaimer: 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.

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STATEMENT OF NO PROPOSAL: If you DO NOT intend to submit a response or wish to be removed from the planholders list please complete and return this form immediately via email or fax. Indicate your reason by checking one or more of the boxes below. Your response will assist us in evaluating all responses for this project and improve our solicitation process. Don’t offer product /service. □ Can’t meet specifications. □ Not sufficient time to respond. □ Insurance requirements Issue. □ Won’t work with our schedule. □ Remove us from planholder’s list. □ Unclear Specifications (explain). □ Other (explain). □

Company Name & Rep. Name &Title: __________________________________________ Date: __________________

Email: __________________________________________ Phone: __________________ Fax: __________________
Overview. The City and Borough of Juneau (City or CBJ) seeks proposals from qualified Consultants, to design and build an Airport Financial Model (Model) for Juneau International Airport (JNU or Airport). The Model is anticipated to be the principal budgeting tool for Airport Management for the foreseeable future; ease-of-use for non-financial professionals is a priority. Consultant will need to review and evaluate the existing Financial Model as well as the current structure of JNU’s financial management system and the policies under which it operates. Consultant shall incorporate applicable Airport industry financial standards, Federal Aviation Administration (FAA) regulations, and CBJ municipal code or requirements that may affect JNU’s financial practices.

Term. The contract term is the date of award through project completion, which includes two (2) years of phone and error correction support, from the completion date of the accepted model. Pricing for the support must be factored into the price of this project.

Minimum Qualifications.
a) Proposers must be able to provide proof of developing Airport Financial Model/s during the past three (3) years for any consulting personnel who will participate in this assignment.

b) Proposers must be able to provide documentation or reference information on at least one (1) Airport Financial Model prepared using your firm's software package.

Project Coordinator. The primary project contact and administrator for this contract will be the Airport Business Manager, or upon notification, a designee.

Invoicing/Payment. Payment will be initiated upon receipt of invoice and acceptance of the services by City personnel. Submit all invoices via email to the Project Coordinator at Airportbusinessmanager@jnuairport.com and to the CBJ Accounts Payable Office at Accounts.Payable@juneau.org.

Data Access. It is expected that the Airport can deliver all needed data to the Consultant electronically. If in-person access to Airport employees or files is required to complete the project objectives, all visits will be by preapproved appointment and performed during normal business hours (8:00 a.m. to 4:30 p.m. Monday-Friday). Any anticipated expenses (travel, lodging, per diem, etc.) incurred from the need for an in-person visit to collect data, must be detailed and included in your fee proposal.

Scope of Work. Consultants must provide the following:

1) Review current Airport financial management policies, practices and procedures with key Airport personnel.

2) Review the Airport’s financial accounting structure, Rates and Fees Regulation, and existing Financial Model.

3) Develop an airport budgeting tool ("Financial Model") in Excel or other application approved in advance by the Airport that uses known and projected financial and operational inputs to calculate rates and fees, and allows what-if scenarios.

4) Design a Model that can accept automated input from the CBJ accounting system, as well as manual input of known or projected operational statistics, revenues, and expenses, and return a proposed Rates and Fees schedule.

5) Provide two (2) years of phone and email support, and error correction, at no additional cost.

6) Provide training to Airport staff members via a 1.5hrs Zoom meeting on an agreed time and date.

Deliverables & Deadlines: Review of policies, practices, procedures, regulations, and existing Model to be completed by December 31, 2020; submittal of working draft is due by January 30, 2021, for use in budget planning meetings in February, March, and April 2021—updates to the draft will be performed as preferences are identified during the budget process.

Proposal Requirements. Each proposal will be given a numerical score on how well they fulfill, define or plan to meet the RFP requirements as defined in this solicitation. Proposals scored based on the allowable points
listed in bullet points A-D. The proposal with the highest numerical score will be selected for contract negotiations. Proposers may be asked to clarify their proposals during the evaluation process. **The page limit for this RFP is 10 pages**, which excludes title page, transmittal letter; CV's or resumes, copies of required business or professional licenses, and professional references. 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. Describe your understanding of the project, the services required and your proposed method to accomplish the project. *(40 points)*

c. Specify each person who will provide services to CBJ under this Contract, their role, and a brief summary of qualifications and specialized experience. Specify project manager, their availability and anticipated scale of involvement. *(25 points)*

d. Describe two 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. *(35 points)*

e. Provide a price/fee proposal for the compensation that you expect to receive for the completed performance of the contract. The proposed pricing must include the required two (2) years of phone support and error correction and show an estimate of hours and cost for each task in the Scope of Work. **Due to budgetary constraints, the total contract price may not exceed $25,000.**

**Evaluation of Proposals, Negotiations, Selection & Award:** JNU will review, evaluate, and score proposals to determine the most advantageous proposal to the City. Clarification of submitted proposals may be requested during the evaluation process. Each proposal shall be given a numerical score. If necessary, the Airport will negotiate with the top scoring proposer; negotiations shall 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 highest scoring Proposer. The City will provide a notice of evaluation results and the apparent successful Proposer as soon after the deadline as possible. The notice will be sent to all Proposers. Upon conclusion of successful negotiations and compliance with any pre-award obligations, award will be made in the form of a contract and a purchase order will be sent to the Consultant and serve as their notice to proceed.

**Confidentiality and Public Records.** The City and Borough of Juneau, a municipal corporation and political subdivision of the State of Alaska, is subject to various federal, state, and local public record requirements, including but not limited to AS 40.25.100-220 and CBJ Charter section 15.7. The contents of proposals submitted in response to this RFP will be kept confidential only until the top ranked proposer is announced. **Immediately following announcement, all proposals become public records.** Any restrictions or prohibitions purporting to prohibit public disclosure of any material attached to or referenced in any proposal based upon claims of privileged, confidential, or proprietary materials, or any such similar restriction or prohibition shall be of no force and effect, shall be disregarded, and all such materials shall instead be redenominated as public records. Marking you proposal confidential may cause it to be considered non-responsive.

**Costs & Right to Waive, Rejection of Proposals & Cancellation.** All costs incurred by the proposer in preparation of the proposal, including any interview costs, shall be the responsibility of the Proposer. The City reserves the right to waive any informality or irregularity in the proposals or proposal process. The City reserves the right to reject any or all proposals. Only responsive and responsible Proposers will be considered for evaluation. The City may decide to cancel the solicitation at any time, in which case no award will be made.

**References & Acceptance.** References may be used to determine the proposer’s ability to qualify as responsible. To verify a Consultant’s experience the CBJ may require references from at least three (3) current or recent contracts (within the last five (5) years) involving projects of comparable size and scope of work. CBJ’s own experience with the Consultant may also be used to determine Consultant’s responsibility. Failure of the proposer to produce acceptable references within twenty-four (24) hours may deem their services offered unacceptable and the proposal non-responsive. The City reserves the sole and exclusive right to determine an
acceptable level of Consultant’s responsibility. If a Consultant is judged non-responsible their proposal will be deemed non-responsive and the CBJ may choose to award to the next lowest response received.

**Contractors 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 (907) 586-5265 (email: Sales_Tax_Office@juneau.org) for sales tax issues, Assessor’s Office at (907)586-5220 (email: Assessor.Office@juneau.org) for business personal property issues, or Collections Division at (907) 586-5268 (email: Collections@juneau.org) for all other accounts.

**Insurance & Licensing Requirements:** Prior to award, insurance must be secured and maintained for the risks and in the amounts specified in ATTACHMENT A. The Consultant 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 services in the State of Alaska (SOA). Proof of appropriate Licensing may be required prior to award, if requested by the City. Licensing information can be obtained from the SOA online at: https://www.commerce.alaska.gov/web/cbp/BusinessLicensing.aspx
https://www.commerce.alaska.gov/web/cbp/BusinessLicensing.aspx

**Substitutions, Review of Contract & Additional Services.** Substitutions for professional staff or for subconsultants or their professional staff during the course of the contract can only be made with the prior written consent of the Project Manager. Attached to this RFP is the City’s standard contract (ATTACHMENT B) which should be carefully reviewed. It is the agreement that the City intends that you sign in the event of acceptance of your proposal. If the City anticipates additional work pertaining to the development of this project during the contract period, the City may amend the work according to the CHANGES provision of the attached contract (ATTACHMENT B).

**Definitions.** The following terms used in this RFP 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, Firm, Respondent:** 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, 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 Proposer:** an individual or firm who conforms in all respects to the requirements stated in the solicitation.

**Responsible Proposer:** 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.
INSURANCE REQUIREMENTS: 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 City and Borough of Juneau shall be named as additional insured for this policy.

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. 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 subcontractors, which results in a financial loss to the City.

A Certificate of Insurance, along with all required amendatory policy endorsements, must be provided within five (5) working days of notice of Intent to Award.

☐ We have discussed price and availability of the required insurance coverage with our insurance representative

☐ We already carry this coverage.

_________________________________  _______________________________________
Authorized Signature                  Printed Name

_________________________________
Company Name

INCLUDE THIS PAGE WITH YOUR PROPOSAL
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 officer 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.

APPENDIX C: INSURANCE