AGREEMENT FOR

PURCHASE AND SALE

OF GOODS

 This Agreement for Purchase and Sale of Goods (“Agreement”) is made on the \_\_\_\_ day of September, 2022, between the City of Nome, 102 Division St, Nome, AK 99762, (“City”), an Alaska municipal corporation, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Seller”).

The purpose of this Agreement is to sell to the City that equipment, materials, and/or services described in City of Nome RFP No 2022-01, hereinafter referred to as the “Goods.” The parties agree as follows:

1. **Agreement Documents**
	1. The Agreement Documents consist of the following
		1. City of Nome RFP No. 2022-01 (“RPF”);
		2. Addenda to RFP, if any issued;
		3. Seller’s Details and Specifications;
		4. Seller’s Proposal; and
		5. This Agreement.

1.2 If there is any conflict between the terms of the RFP and the Seller’s Details and Specifications, the terms of the RFP shall prevail.

**2.0 The Goods**

Seller guarantees that the Goods meet or exceeds all the requirements specified in the RFP. The delivered Goods shall also conform the Seller’s Details and Specifications.

**3.0 Seller’s Obligations**

Seller promises to provide the Goods specified in the Agreement Documents and in accordance with their terms. Seller reiterates all representations made in Seller’s Details and Specifications and Proposal and guarantees their accuracy.

**4.0 Warranties**

Seller reiterates all warranties identified in Seller’s Proposal, if any. Seller represents and warrants that the Goods, and their components, shall be of new and merchantable and fit for the purpose or purposes intended.

**5.0 Delivery of the Goods**

5.1 Unless City has elected the additive Item “Delivery to Nome, AK”, Seller shall deliver the Goods to the City’s designated marine freight carrier in Seattle, Washington. Delivery shall occur not before April 1, 2023 and not later than April 30, 2023.

5.2 If City has elected the additive Item “Delivery to Nome, AK”, Seller shall deliver the Goods to the Port of Nome, Nome, Alaska not later than June 30, 2023. Seller shall provide City, in writing, delivery vessel information not less than five days prior to delivery of the Goods.

**6.0 Title to Goods**

 Seller shall deliver the Goods, and its components, free of all security interests. Seller shall provide, and City shall accept, title to the Goods upon Delivery. City’s receipt of clear title shall be a condition precedent to payment of the Purchase Price.

**7.0 Purchase Price**

 City agrees to pay $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Purchase Price”) in exchange for the delivered Goods, including any other deliverables, warranties, and services required by the Agreement Documents. This amount includes all applicable taxes and fees. City agrees to make payment of 90% of the Purchase Price within thirty days of delivery of the Goods. The balance of the Purchase Price shall be paid within 30 days of Seller providing all other deliverables and services required by the Agreement Documents. Upon payment of the Purchase Price, City shall have no further obligation to Seller. Payment shall not constitute waiver of claims arising from goods that do not comply with specifications.

1. **General**
	1. Any amendment to this Agreement must be agreed to in writing, signed by both parties.
	2. Any dispute arising out of this agreement shall be governed by the laws of the State of Alaska.
	3. Each party agrees to personal jurisdiction in any action brought in any State of Alaska court in Nome, Second Judicial District, Alaska that has subject matter jurisdiction over the matters arising out of this Agreement. Any suit, action or proceeding arising out of or relating to this Agreement shall only be instituted in such court. Each party waives any objection which it may to the venue of such action or proceeding and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding and waives any right of removal.
	4. This Agreement, together with the Agreement Documents, constitutes the entire agreement between the parties with respect to the purchase and sale of the Goods.

CITY OF NOME SELLER

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GLENN STECKMAN Date Date

ITS: CITY MANAGER ITS: