



	Approved	Denied
Date Action Taken:	2/11/08	
Other:		
Verified by:	<i>W.A. Miller</i>	

WASILLA CITY COUNCIL ACTION MEMORANDUM

AM No. 08-12

TITLE: AUTHORIZE A CONTRACT WITH DENALI LAW GROUP IN AN AMOUNT NOT TO EXCEED \$23,500 FOR REVIEW OF THE DEVELOPMENT PROCESS INVOLVING TWO PROPERTIES LOCATED WITHIN THE WASILLA CITY LIMITS THAT ARE ADJACENT TO THE PARKS HIGHWAY.

Agenda of: February 11, 2008

Date: January 29, 2008

Originator: William A. Miller, Purchasing Officer

Route to:	Department	Signature/Date
	Police Chief Youth Court, Dispatch, Code Compliance	
	Culture and Recreation Services Director Library, Museum, Sports Complex	
	Public Works & Recreation Facility Maintenance Director	
X	Finance, Risk Management & MIS Director Purchasing	<i>E. Nelson Pending 2-1-08 App of ORD 08-09</i>
X	Deputy Administrator Planning, Economic Development, Human Resources	
X	City Clerk	<i>W.A. Miller</i>

REVIEWED BY MAYOR DIANNE M. KELLER: _____

FISCAL IMPACT: yes \$23,500 or no Funds Available yes no

Account name/number: 001-4115-411.30-32 Clerks/Council Legal

Attachments:

Action Memorandum (AM) 07-66

Request for Proposal (RFP) 0690-0-2008/WM – Independent Special Counsel

Request for Proposal (RFP) 0690-0-2008/WM Plan Holders List

Denali Law Group Proposal in Response to RFP 0690-0-2008/WM

SUMMARY STATEMENT: In accordance with AM 07-66 and Wasilla Municipal Code 5.08.120, the City of Wasilla issued RFP 0690-0-2008/WM on December 19, 2007, for Independent Special Counsel to review the actions of the City of Wasilla in relation to the development of Creekside Town Square and Gateway Town Crossing. The objective was to obtain the services of an experienced, competent and qualified legal firm to conduct a review per the questions posed in AM 07-66 and submit a report of findings to

the Council by no later than June 23, 2008. Although there were seven (7) entities on the plan holders list, only one firm, Denali Law Group of Wasilla, submitted a proposal packet.

The deadline for submission of a proposal was 2:00 p.m. on Tuesday, January 22, 2008 and following the close of the deadline, the sole proposal packet was opened in the presence of the Wasilla City Clerk, Deputy Clerk and Purchasing/Contracting Officer. The proposal was reviewed by the trio to ensure the firm and its principals met the qualification requirements and that the proposed fees were reasonable. Following a review of the proposal to ensure it was responsive and responsible, the Master and eight (8) copies were locked in the Clerk's vault until they were distributed to the Council Members on the evening of January 28, 2008. Upon Council review, the decision was made to proceed with an Action Memorandum that would secure a contract with Denali Law Group for the investigation. The proposed hourly cost is \$150 per attorney hour and if paralegal services are required, a reduced rate of \$75 per hour with a maximum cap of \$23,500 for the investigation. The cap includes all attorney, paralegal and copying fees for the investigation.

ACTION: Council is requested to authorize funds in an amount not to exceed \$23,500 to Denali Law Group of Wasilla for an independent review (as adopted in AM 07-66) of the development process involving the City, Creekside Town Square, and Gateway Town Crossing. The City may terminate this Contract, and Denali Law Group of Wasilla waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding from City, State, and/or federal sources is not appropriated or is withdrawn, limited, or impaired.



	Approved	Denied
Date Action Taken:	12/10/07	
Amended 11/26/07; Postponed to 12/10/07 on 11/26/07;		
Amended and Adopted 12/10/07		
Verified by:	<i>[Signature]</i>	

WASILLA CITY COUNCIL ACTION MEMORANDUM

AM No. 07-66

TITLE: DIRECTING AN INDEPENDENT REVIEW OF THE ACTIONS OF THE CITY OF WASILLA IN RELATION TO MERITAGE DEVELOPMENT.

Agenda of: November 26, 2007

Date: December 10, 2007

Originator: Council Member Steve Menard

Route to:	Department	Signature/Date
X	Finance, Risk Management & MIS Director Purchasing	
X	Deputy Administrator Planning, Economic Development, Human Resources	
X	City Clerk	

REVIEWED BY MAYOR DIANNE M. KELLER: _____

FISCAL IMPACT: yes \$ _____ or no Funds Available yes no

Account name/number: 001.4115.411-30.32, Legal Services

Attachments: None

SUMMARY STATEMENT: I support an independent review of the actions taken by the City of Wasilla in regard to the development of Creekside Town Square by Meritage Development.

The questions we wish to have answered through the review include the following but are not limited to:

1. Was there inappropriate behavior by city employees in their assistance with the development of Creekside Town Square by Meritage Development?
2. If so, was said behavior unethical and misleading?
3. Was the City secretly working with Meritage Development to develop Creekside Town Square?
4. Where any policies, codes or statutes violated? Was there any wrong doing or is this how City business is usually conducted?

5. Was there unfair favoritism given to Meritage Development over other businesses in the area?
6. Was the Mayor inappropriate in her letter of August 24, 2007, to Andres Whymore Partnership, or was she acting within her power?
7. What did the Economic Development Planner mean when he stated in an email "send Lithia-esc letters"?
8. In terms of the Community Block Grant, where will the money go?
9. Review actions during the May 2007 trip to Las Vegas and meetings with Meritage Development to see if any personnel policy or any ethical misconduct occurred.

ACTION:

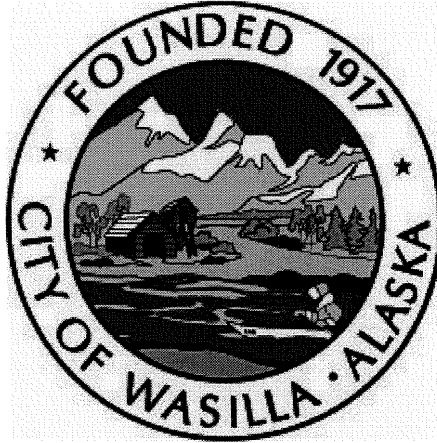
Direct the purchasing and contracting officer to solicit RFPs with a law firm, to perform an independent review to focus on the actions related to Meritage Development to include Creekside Town Square, Gateway Crossing, and other related business in relation to the City of Wasilla's involvement. RFPs to be due by February 11, 2008 and to be reviewed by the City Council. The City Clerk shall assist with the review as needed by the attorney conducting the review.

CITY OF WASILLA

• Purchasing •

290 East Herning Avenue • Wasilla • Alaska • 99654-7091

• Telephone 907-373-9047 • Fax 907-373-9011 •



REQUEST FOR PROPOSAL

No. 0690-0-2008/WM

Independent Special Counsel

RELEASE DATE

December 19, 2007

SUBMISSION DEADLINE

January 22, 2008 @ 2:00 p.m.

A firm that submits a proposal MUST be on the official City of Wasilla plansholder list which is maintained at:

http://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=712050.

Failure of a firm to be on the list will be cause for their proposal to be deemed non-responsive.

In addition, any copies of this proposal, attachments or addendums obtained from any source other than www.cityofwasilla.com/purchasing or the City of Wasilla Purchasing Officer are not valid.

For additional information, please contact:

William Miller, Purchasing Officer

(907) 373-9047

**See Section 9, for instructions on submitting proposals.
See Section 12, Submission Checklist.**

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Attachment A

Certification of indemnification and compliance with terms and condition of RFP

Attachment B

Reference Questionnaire

Attachment C

Proposal Certification – *this is a mandatory submittal and must be the first page of your proposal!*

Attachment D

Sample Contract

NOTE: The Request for Proposal process is different from an Invitation to Bid. The City expects Proposers to propose creative, competitive solutions to the department's stated problem or need, as specified below. The City reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the City of Wasilla.

1. OVERVIEW OF PROJECT

The City of Wasilla is a First Class municipality with a population of approximately 6,700 people located forty five miles northeast of Anchorage. The City operates as a strong mayor form of government, and has approximately 115 full-time employees. The City provides a range of municipal services, including administration, public safety, public works, library, parks and recreation and water and sewer utilities. The City maintains several miles of paved and unpaved roads, including drainage systems and street lighting, and the Wasilla Airport. The City provides municipal water and wastewater service to approximately 1,123 customers.

City staff has been working with a local development firm to develop two properties located within the Wasilla city limits that are adjacent to the Parks Highway. The first property is a proposed 420,000 square foot development that is proposed to be a facility for large box retailers, medium box retailers, small shops and restaurants. The second property is a proposed 450,000 square foot development that will also be a facility for large box retailers, medium box retailers, small shops and restaurants. Allegations concerning the relationships of elected officials, city employees and the developer have been made by residents, and the purpose of this RFP is to have an independent review of the parties and processes associated with the development.

The City of Wasilla is seeking a stable, reputable and experienced law firm for review of the actions of City of Wasilla staff (elected officials, employees, etc.) with a local developer in regard to the development of the two commercial properties located in Wasilla.

The minimum qualifications and attributes of the Independent Special Counsel are as follows:

- 1.1. Shall be a member in good standing of the State of Alaska Bar Association.
- 1.2. Shall have at least five years professional experience in conducting investigations in support of a Federal Inspector General's Office, an Office of Professional Responsibility or similar.
- 1.3. Shall be experienced and proficient in legal matters affecting the City, to include without limitation, federal and state constitutional law, federal and state non-constitutional law, Alaska Statute Title 29, Matanuska-Susitna Borough Code, and Wasilla Municipal Code.
- 1.4. Shall have an extensive knowledge of the fact finding process, obtaining evidence sufficient to determine that an allegation is either substantiated or not substantiated and capable of preparation and presentation of a Report of Findings.
- 1.5. Shall be qualified to represent the City in all State of Alaska Courts, U.S. District Court, and before the Ninth Circuit Court of Appeals.

- 1.6. Shall be neutral and impartial, and must not have or appear to have any reason for any bias or favoritism towards any elected official, employee, developer, complainant or subject of the review.
- 1.7. Shall have an impeccable reputation for integrity and judgment, models ethics in all actions and is objective and thoughtful.
- 1.8. Shall be discreet and able to protect confidential information until reported to the Wasilla City Council and/or law enforcement.

2. ACRONYMS/DEFINITIONS

<i>Awarded Company</i>	The organization/individual that is awarded and has an approved contract with the City of Wasilla for the services identified in this RFP.
<i>City</i>	The City of Wasilla and any agency identified herein.
<i>City Staff</i>	Any City of Wasilla department head or their designee
<i>Contractor</i>	Anyone who performs a service for the Proposer, in exchange for fees, but is not an employee of the proposers firm, agency or business.
<i>Department</i>	Any City of Wasilla department including the Office of the City Clerk, Finance, Public Works, Wasilla Police Department, etc.
<i>Evaluation Committee</i>	An independent committee comprised of a majority of City officers, employees and/or citizens established to evaluate and score proposals submitted in response to an RFP pursuant to WMC 5.08.120.
<i>Proposer</i>	A firm and/or attorney submitting a proposal in response to this RFP.
<i>May</i>	Indicates something that is not mandatory but permissible
<i>RFP</i>	Request for Proposal
<i>Shall/Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the City may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.
<i>Will</i>	Expected or required.
<i>WMC</i>	Wasilla Municipal Code

3. SCOPE OF SERVICES

The goal of this process is to secure a contract with a stable, reputable and experienced law firm for review of the development process involved with the two properties described in Section 1.

- 3.1. The duties of the Independent Special Counsel will include, but not be limited to, the following:
 - 3.1.1. Schedule interviews with elected officials, employees, developer, complainants and subjects of the review.
 - 3.1.2. Conduct interviews of elected officials, employees, developer, complainants and subjects, and ask in-depth and/or follow-up questions (who, what, when, where, how, why). In addition, obtain written statements from all individuals who are interviewed.

- 3.1.3. Review City records currently in possession of the City Clerk as well as any other City records deemed necessary by the Special Counsel to determine if allegations are substantiated or unsubstantiated.
 - 3.1.4. Summarize findings by preparing a detailed and accurate Report of Findings. The report should be comprehensive, logical and grammatically sound with documentation that supports the findings.
 - 3.1.5. Be reasonably accessible for consultation by the City Council throughout the review, and present Report of Findings to Council by no later than June 23, 2008 at the regular meeting of the Wasilla City Council.
 - 3.1.6. Special Counsel will immediately report any evidence of criminal activity to state and/or federal law enforcement.
- 3.2. Specifically, the questions the Wasilla City Council has requested be answered by the independent review include the following **but are not limited to:**
- 3.2.1. Was there inappropriate behavior by City employees in their assistance with the development of the properties described in Section 1?
 - 3.2.2. If so, was said behavior unethical or misleading?
 - 3.2.3. Was the City secretly working with the developer to develop the properties?
 - 3.2.4. Were any policies, codes or statutes violated?
 - 3.2.5. Was there any wrong doing or is this how City business is usually conducted?
 - 3.2.6. Was there unfair favoritism given to the developer over other businesses in the area?
 - 3.2.7. Was the Mayor inappropriate in her letter of August 24, 2007, to a local business partnership or was she acting within her power?
 - 3.2.8. Review actions during the May 2007 trip to Las Vegas and meetings with the developer of the properties described in Section 1 to see if any personnel policy or any ethical misconduct occurred.

4. STATEMENT OF QUALIFICATIONS (SOQ) REQUIREMENTS

To achieve a uniform review process, and obtain the maximum degree of comparability, the SOQ submitted in response to this RFP must be no more than twenty (20) pages in length (excluding letter of transmittal, resumes, title page(s), index/table of contents, attachments, dividers or other forms, if required). Please provide the name, address, phone number, fax number, website URL for your firm and any other firm or firms that you would team with on this matter, together with the name, address, phone, fax and email for the person whom the Purchasing Officer should contact in regard to the RFP. Please detail each of the following points in your Proposal:

4.1. **Table of Contents**

4.1.1. Clearly identify the materials by section and page number.

4.2. **Letter of Transmittal**

4.2.1. Limited to two (2) pages.

4.2.2. Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.

4.2.3. Give the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.

4.2.4. An affirmative statement should be included indicating that the Proposer and all assigned key professional staff are properly licensed to practice in the State of Alaska (if required).

4.2.5. The letter must be signed by a corporate officer or other individual who has the authority to bind the firm.

4.3. **Statement of Qualifications**

4.3.1. Provide information regarding the Proposer's familiarity and experience with City, state and federal campaigns, elections, conflicts of interest and ethics laws.

4.3.2. Provide information regarding the Proposer's experience in conducting investigations and experience and skills in gathering and evaluating facts.

4.3.3. If available, Proposers shall submit samples of written reports of investigations which demonstrate the experience and skills required for the duties of Special Counsel.

4.3.4. Detail the Proposer's caseload, level of expertise and professionalism over the last five (5) years in the following areas of law:

4.3.4.1.1. Municipal zoning,

4.3.4.1.2. Ethics and professional responsibility,

4.3.4.1.3. Eminent domain,

4.3.4.1.4. Evidentiary,

4.3.4.1.5. Criminal,

4.3.4.1.6. Administrative, and

4.3.4.1.7. Contracts.

- 4.3.5. The Proposer must include resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- 4.3.6. Proposer shall disclose any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable.
- 4.3.7. Proposer shall state whether the firm or any of the firm's employees are employed by the City of Wasilla, any of its political subdivisions or by any other government. If "Yes," specify if that employee is planning to render services while on annual leave, compensatory time, sick leave, or on his own time?
- 4.3.8. Proposers must identify any potential conflicts of interest that the individual and/or firm might have in providing services to the City.
- 4.3.9. Proposers must disclose any current or past working or contractual relationships with City of Wasilla elected officials, employees, developers, complainants and subjects of the review.
- 4.3.10. Each proposer is required to submit a completed Form W-9 with their proposal.

4.4. **Identification of Anticipated Potential Implementation Problems**

The proposal should identify and describe any anticipated potential problems of conducting this review, proposer's approach to resolving these problems and any special assistance that will be requested from the City.

4.5. **Methodology**

4.5.1.1. Provide a detailed description outlining the firm's approach to provide independent counsel review services and the value your firm can add to the City.

4.5.1.2. Describe the philosophy of the firm and/or the attorney to be assigned to the City.

4.5.1.3. Describe your policy for allowing the City Council to have full access to the special counsel's files concerning the review and the confidentiality of these files.

4.6. **References**

Firms shall provide a minimum of two (2) client references – of which at least one shall be a state or local government client - with whom they have provided legal services within the last three years. **Firms are required to submit Attachment C, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Purchasing Officer.** It is the firm's responsibility to ensure that the completed forms are received by the Purchasing Officer on or before the proposal submission deadline for inclusion in the evaluation process. Business References that are not received, or are not complete, will adversely affect the firm's score in the evaluation process. The City may contact any or all business references for validation of information submitted.

4.7. **Subcontracting**

The City anticipates that the duties of this RFP will not be subcontracted. Any intention to subcontract, and the name of the proposed subcontracting firms, must be clearly identified in the proposal. The reasons for subcontracting must be stated. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of the City.

5. **COST**

Proposals will state a total sum cost inclusive of all labor, fees and expenses for the review.

6. **PAYMENT**

Payment for the contracted service will be within 30 days upon receipt of invoice and the using department's approval. The City generally pays for services billed on a monthly basis, upon receipt of an invoice and using department/division approval. Firms may propose an alternative payment option. Alternative payment options will be considered if deemed in the best interest of the City, project or service solicited herein. The City does not issue payment prior to receipt of goods or services.

7. **RFP TIMELINE**

Task	Date/Time
RFP Release	December 19, 2007
Last day for written questions	January 8, 2008 @ 2:00 p.m.
Response to all written questions	January 10, 2008 @ 2:00 p.m.
Deadline for submission	January 22, 2008 @ 2:00 p.m.
Evaluation period	January 28, 2008 – February 4, 2008
Presentation to City Council for Approval	February 11, 2008
Commence Work	February 15, 2008 through June 23, 2008
<i>Note: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective proposers.</i>	

8. **SUBMITTAL INSTRUCTIONS**

8.1. In lieu of a pre-proposal conference, the City of Wasilla will accept questions and/or comments in writing, received either by mail, facsimile or e-mail regarding this RFP as follows:

8.1.1. Questions must reference the identifying RFP number and be addressed to the City of Wasilla, Attn: Bill Miller, Purchasing Officer, 290 E. Herning Avenue, Wasilla, AK 99654, faxed to (907) 373-9011 or emailed to wmiller@ci.wasilla.ak.us . The deadline for submitting questions is January 8, 2008 at 2:00 p.m., Alaska Time. All questions and/or comments will be addressed in writing and responses posted on Onvia Demandstar on or about January 10, 2008. Please provide company name, address, phone number, fax number, e-mail address and contact person when submitting questions.

8.1.2. Firms shall carefully review this RFP for defects and questionable or objectionable materials. Firms' comments concerning defects and questionable or objectionable material in the RFP must be made in writing and received by the Purchasing Officer not later than the deadline for submitting questions stated above.

8.1.3. **Submittals**

Proposers shall submit one (1) original proposal marked "MASTER" and eight (8) identical copies to:

City of Wasilla,
Attn: Purchasing Officer
290 E. Herning Avenue
Wasilla, AK 99654-7091

Proposals shall be clearly labeled in a sealed envelope or box as follows:

REQUEST FOR PROPOSAL NO.: 0690-0-2008/WM
PROPOSAL SUBMISSION DEADLINE: 01/22/2008
FOR: Independent Special Counsel

8.1.4. **Receipt**

Proposals must be received at the above-referenced address no later than 2:00 p.m., Alaska Time, January 22, 2008 or they WILL NOT BE ACCEPTED. Proposers may submit their proposal any time prior to the above stated deadline.

8.1.5. **Errors**

The City will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will **NOT** be considered; however, at the City's discretion, a proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposals may be modified by facsimile, e-mail or written notice, provided such notice is received prior to the opening of the proposals. Proposers may transmit proposal modifications by facsimile or email at their own risk. The City will not be responsible for any error or failure in facsimile or email transmission or receipt.

8.1.6. **Discrepancies**

If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "MASTER," the City may reject the proposal. However, the City may at its sole option, select one copy to be used as the master.

8.1.7. **Format Order**

For ease of evaluation, **the proposal should be presented in a format that corresponds to and references sections outlined within this RFP, and should be presented in the same order.** Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.

8.1.8. **Documentation**

If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.

8.1.9. **Format**

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

8.1.10. **Details**

Descriptions on how any and all services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.

8.1.11. **Signature**

The proposal must be signed by the individual(s) legally authorized to bind the company. See Attachment D of this RFP for the signature page and additional requirements.

8.1.12. **City Contact**

For purposes of addressing questions concerning this RFP, the sole contact will be the Contract/Purchasing Officer. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective companies or their representatives.

This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

8.1.13. **Review**

Proposers who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Officer. To be considered, a request for review must be **received** no later than the deadline for submission of questions.

8.1.14. **Response**

The Purchasing Officer shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

8.1.15. **Response Detail**

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

8.1.16. **Changes**

If a proposer changes any material RFP language, proposer's response may be deemed non-responsive.

8.1.17. **Licensing**

Proposers are cautioned that some services may contain licensing requirement(s). Proposers shall be proactive in verification of these requirements prior to proposal submittal. Proposals, which do not contain evidence of the proposer's possession of the requisite licensure, may be deemed non-responsive.

9. PROPOSAL EVALUATION AND AWARD PROCESS

9.1. Proposals shall be consistently evaluated and scored on a 100 point scale in accordance with WMC 5.08.120 based upon the following criteria listed in descending order of precedence:

9.1.1. Experience – 45 points

Number of year's providing services per Section 4.3., education, professional certifications, and quality of samples of written reports of investigations. Based upon information provided in Section 4.

9.1.2. Fee Structure/Rate – 25 points

The proposal with the lowest cost will receive 25 points; all other proposals will be assigned a proportion of the 25 points based upon a comparison factor. The comparison factor is calculated as lowest rate/highest rate. The comparison factor is then multiplied times 25 points and the result is the points assigned to that proposal. Based upon information provided in Section 5.

9.1.3. Methodology & Approach – 10 points

The methodology and approach should describe the philosophy that will be used in servicing the City's requirements. The Firm should highlight its strengths and describe their understanding of the required services. The methodology should be described in sufficient detail to demonstrate familiarity with the required services and should identify areas where the firm can add value. The approach should be used to suggest innovations that can be applied by the City to help minimize risk and expense. Based upon information provided in Section 4.4. and 4.5.

9.1.4. Communication – 10 points

This is based upon the written proposal of each firm. Is it clearly written? Does it conform to the stipulations of Section 8.1.7 through 8.1.11?

9.1.5. Reference Questionnaire Responses – 10 points

Points will be awarded for each reference questionnaire received up to a maximum of two responses. 5 points for each positive questionnaire received will be awarded. Based upon Section 4.6., and Attachment C.

Note: Contractual issues, conflict of interest and responses from Section 4.3.6., through 4.3.9., will be scored on a pass/fail basis.

Proposals shall be kept confidential until a contract is awarded.

9.2. The City reserves the right to notify finalists and request that they prepare for an oral presentation to the City of Wasilla. During the Oral Presentation, proposers will have the opportunity to deliver a presentation based upon their proposal. The City will also prepare written questions that they might have for the proposer. These questions will not be submitted to the proposer in advance. The City may also ask additional questions at the Oral Presentation and the proposers may be asked to provide their response in writing within five days of the conclusion of the Oral Presentation.

- 9.3. The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Wasilla WMC 5.08.020 and 5.08.120.
- 9.4. Each proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the proposer or in which the proposer has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The City reserves the right to reject any proposal based upon the proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures per WMC 5.08.160.
- 9.5. Clarification discussions may, at the City's sole option, be conducted with companies who submit proposals determined to be acceptable and competitive per WMC 5.08.120. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing companies.
- 9.6. A Notification of Intent to Award shall be issued in accordance with WMC 5.08.120 and 5.08.160. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Mayor and/or City Council, when required. Negotiations shall be confidential and not subject to disclosure to competing companies unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City upon written notice to all companies may negotiate a contract with the next highest scoring proposer or withdraw the RFP.
- 9.7. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council (WMC 5.08.070).

10. TERMS, CONDITIONS AND EXCEPTIONS

- 10.1. Performance of the proposer may be rated semi-annually following contract award and then annually for the term of the contact by the using City department in six categories: customer service; timeliness; quality; technology; flexibility; and pricing. The proposer will be notified in writing of its rating.
- 10.2. In accordance with WMC 5.08.190, this request for proposal is subject to the *local proposer* preference authorized by WMC 5.08.190, thus the city will reduce the proposal proposed by each local proposer by two and on-half (2-1/2) percent before evaluating bid or proposal prices for purposes of contract award. The reduction authorized is applied only for bid or proposal evaluation, and is not applied to the awarded contract price. A *local proposer* is a person who holds current Alaska, Matanuska-Susitna Borough, and City of Wasilla business licenses, submits a proposal under the name which appears on its current Alaska, Matanuska-Susitna Borough and City of Wasilla business licenses, and has maintained a place of business

within the city staffed by the proposer or an employee of the proposer for a period of at least six months immediately preceding the date of submission of the proposal.

- 10.3. This procurement is being conducted in accordance with WMC Title 5.08.
- 10.4. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 10.5. The City reserves the right to waive informalities and minor irregularities in proposals received.
- 10.6. The City reserves the right to reject any or all proposals received prior to contract award (WMC 5.08.170).
- 10.7. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Wasilla after all factors have been evaluated (WMC 5.08.160).
- 10.8. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Officer's attention as soon as possible so that corrective addenda may be furnished to prospective proposers.
- 10.9. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the proposer's standard contract language. The omission of these documents renders a proposal non-responsive.
- 10.10. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 10.11. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 10.12. Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered per WMC 5.08.120(D). Proposers transmit proposal withdrawals by facsimile at their own risk. The City will not be responsible for any error or failure in facsimile transmission or receipt.
- 10.13. The price and amount of this proposal must be arrived at independently and without consultation, communication, agreement or disclosure with or to any other company or prospective company. Collaboration among competing companies about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the proposer.

- 10.14. No attempt may be made at any time to induce any company or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 10.15. Prices offered by a Proposer in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded company agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded company for implementation of their proposal.
- 10.16. The City is not liable for any costs incurred by proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the company in responding to the RFP, are entirely the responsibility of the company, and shall not be reimbursed in any manner by the City.
- 10.17. All proposals submitted become the property of the City and will be returned only at the City's option and at the company's request and expense. The master copy of each proposal shall be retained for official files and will become public record after the award of a contract. If a company wishes individual pages which contain actual business propriety information to be held confidential, each page shall be marked and an explanation furnished of its propriety nature. In addition to marking individual pages, the proposal cover will also be annotated with the words "THIS PROPOSAL CONTAINS PROPRIETARY INFORMATION." Confidential and Proprietary information is not meant to include any information which, at the time of disclosure, is generally known by the public and/or competitors.
- 10.18. A proposal submitted in response to this RFP must identify any utilization of independent contractors, and outline the contractual relationship between the awarded company and each independent contractor. An official of each proposed independent contractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the independent contractor has read and will agree to abide by the awarded company's obligations.
- 10.19. The awarded company will be the sole point of contract responsibility. The City will look solely to the awarded company for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded company shall not be relieved for the non-performance of any or all independent contractors.
- 10.20. The awarded company must maintain, for the duration of its contract, insurance coverage including \$100,000 Employers Liability and Workers Compensation, Commercial Automobile Liability (\$1,000,000 per occurrence and aggregate), and Professional Liability (\$1,000,000 per claim). The insurance broker shall have a minimum of \$5,000,000 coverage in errors and omissions insurance or insurance broker professional liability insurance. The City shall be named additional insured by separate endorsement. Carrier shall provide notice of any change in or limitation of coverage or of cancellation no less than 30 days prior to the effective date. Proof of worker's compensation coverage pursuant to statutory requirements and professional liability coverage (\$1,000,000) shall also be provided. All coverages shall be provided by a carrier authorized to transact business in Alaska and shall be primary. Work on the contract shall not begin until after the awarded company has submitted acceptable

evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

- 10.21. Notwithstanding any other requirement of this section, the City reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the above-stated Insurance Schedule. It will be the awarded company's responsibility to recommend to the City alternative methods of insuring the contract. Any alternatives proposed by a company should be accompanied by a detailed explanation regarding the company's inability to obtain insurance coverage as described above. The City shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.
- 10.22. Each company must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, proposers affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a company's proposal. An award will not be made where a conflict of interest exists. The City will determine whether a conflict of interest exists and whether it may reflect negatively on the City's selection of a company. The City reserves the right to disqualify any company on the grounds of actual or apparent conflict of interest.
- 10.23. The City will not be liable for Federal, State, or Local excise taxes.
- 10.24. Execution of Attachment C of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment D contract form and all terms and conditions therein, except such terms and conditions that the company expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.
- 10.25. The City reserves the right to negotiate final contract terms with any company selected WMC 5.08.120(E). The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded company's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded company's proposal, and the awarded company's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 10.26. Company understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any company misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.

- 10.27. No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the City.
- 10.28. The City Attorney will not render any type of legal opinion regarding this transaction.
- 10.29. Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.
- 10.30. Supplies, services or equipment will not be purchased from companies that are known to be in violation of the Wasilla Municipal code without prior written approval from the Mayor per Administrative Policy No. 02-04.
- 10.31. The City reserves the right to conduct a background inquiry of each company and their employee that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the company consents to such an inquiry and agrees to make available to the City such books and records the City deems necessary to conduct the inquiry.

11. SUBMISSION CHECKLIST

This checklist is provided for company's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Documents to be submitted with proposal:

- 11.1. One master and eight (8) copies of proposals.
- 11.2. Attachment C of the RFP completed, signed and notarized.
- 11.3. Proposers Attachment A signed with confidentiality/exceptions noted.
- 11.4. Proposers information provided and reference forms sent out for Proposers Firm.

Attachment B

REFERENCE QUESTIONNAIRE

The City of Wasilla, as a part of the RFP process, requires proposing companies to submit two (2) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing company is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the City of Wasilla, Purchasing Officer by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.



CITY OF WASILLA

• Purchasing •

290 East Herning Avenue • Wasilla • Alaska • 99654-7091

• Telephone 907-373-9047 • Fax 907-373-9011 •

RFP # 0690-0-2008/WM REFERENCE QUESTIONNAIRE FOR:

(Name of proposer requesting reference)

This form is being submitted to you for completion as a business reference for the proposer listed above. This form is to be returned to the City of Wasilla, Purchasing Officer, via facsimile at (907) 373-9011 or e-mail at wmiller@ci.wasilla.ak.us, no later than 01/22/2008 at 2:00 p.m., and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Wasilla Purchasing Officer by telephone (907) 373-9047 or by e-mail wmiller@ci.wasilla.ak.us. When contacting us, please be sure to include the RFP number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this proposer in the past?

COMMENTS:

2. How would you rate this proposers knowledge and expertise?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the proposer's flexibility relative to changes in the project scope and timelines?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the company?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the company and your staff?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the company's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. How satisfied are you with the services and products developed by the proposer?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this proposer's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this proposer's services are you least satisfied?
COMMENTS:

10. Would you recommend this proposer's services to your organization again?
COMMENTS:

Attachment C
PROPOSAL CERTIFICATION

(This **MUST** be the first page of the proposal or proposal shall be deemed non-responsive.)

Contractors shall use the attached PROPOSAL TO THE CITY OF WASILLA to prepare their proposals.

The proposal shall be completed, all required information provided, and the firm name and the signature of an authorized person shall be in the spaces provided. All proposals must be signed and notarized. Telephonic facsimile proposals or signatures will not be accepted. Proposal purchase price(s) is to exclude Federal Excise Tax. Proposal purchase price(s) shall be FOB Destination unless otherwise noted.

CAUTION:

Failure to include this section as the first section of your Proposal will cause it to be deemed non-responsive!

PROPOSAL CERTIFICATION

Request for Proposal

No. 0690-0-2008/WM

Independent Special Counsel

CAUTION:

Failure to include this section as the first section of your Proposal will cause it to be deemed non-responsive

The undersigned, as Contractor, declares that s/he has carefully examined the entire RFP document, including all specifications, provisions, proposed instructions and all other conditions of the RFP and all addenda, and that Contractor proposes and agrees, if the proposal is accepted, that Contractor will contract with the City of Wasilla to furnish the item(s) in the manner and time herein prescribed and according to all the requirements set forth.

A Contractor may withdraw the proposal at any time prior to the day of the proposal opening. However, all proposals shall be irrevocable for a period of one hundred and eighty (180) days from the day of the proposal opening.

By initialing this space _____, Contractor hereby certifies that s/he has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

By initialing this space _____, Contractor hereby certifies that it accepts, in substantial conformity, all contract terms and conditions in *SECTION 10.20, CONTRACT & INSURANCE REQUIREMENTS*.

By initialing this space _____, Contractor agree that in case of any discrepancies between the hard copy or the electronic copy of the RFP document and Addenda, supplied as a part of the Contractor's proposal, the secured electronic copy of these documents maintained by the City shall control and take precedence.

By initialing this space _____, Contractor specifically acknowledges receipt of and agrees to be bound by Addenda numbered _____ through _____, inclusive.

By initialing this space _____, Contractor represents that it has not modified or changed terms of the RFP document or Addenda, in either the hard copy or electronic version of its supplied proposal, except to provide proposal responses.

By initialing this space _____, Contractor acknowledges and agrees that in the event there is any discrepancy in the proposal between the notarized hard copy and electronic versions, the hard copy controls and supersedes.

The Contractor represents that the proposal is made without connection to any person, firm, or corporation making a proposal for the same materials, and is in all respects fair and without collusion.

The undersigned attests that he/she has the authority to represent the firm in executing this proposal, that the information provided is true and accurate to the best of his/her knowledge, and understands that any false or substantially incorrect statement may disqualify this proposal or be cause for termination of any resulting contract.

Firm's Name (Print or type name)

Signature

Address

Print or type name

City, State, Zip Code

Title

Telephone: _____

Federal Tax I.D. No _____

Fax Number: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public for the State of _____

My commission expires _____

Attachment D
SAMPLE CONTRACT
(Subject to Negotiation)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the City of Wasilla Acting By and Through Its

City of Wasilla
290 E. Herning Avenue
Wasilla, AK 99654
Ph. (907) 373-9047 Fax (907) 373-9011

And

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXX
XXXXXXXXXXXX

WHEREAS, WMC 5.08.030 authorizes elective the Mayor or the Mayor's designee to engage, subject to the approval of the City Council, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor are both necessary and in the best interests of the City of Wasilla;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Mayor and/or Wasilla City Council.
2. DEFINITIONS. "City" means the City of Wasilla and any city agency identified herein. "Independent Contractor" means _____ which is an entity that performs services and/or provides goods for the City under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. CONTRACT TERM. This Contract shall be effective from July 1, 2008 thru June 30, 2013, unless sooner terminated by either party as specified in paragraph (10).
4. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any City specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENTS:

- A - CITY XXX
- B - PROPOSER XXX
- C - PROPOSER XXX

CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a total maximum cost as specified in the _____ Proposal to Provide _____ – Cost Proposal dated _____ for the scope of work as described in the referenced RFP on page __ and will be paid monthly. The City does not agree to reimburse Contractor for any other expenses except those submitted in a change order. Any intervening end to appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

6. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

7. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than July 15 of the same year. A billing submitted after July 15, which forces the City to process the billing as a stale claim, will subject the Contractor to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to the City of processing the billing as a stale claim and that this amount will be deducted from the payment due to the Contractor.

8. INSPECTION & AUDIT.

- a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by a City audit representative or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

9. CONTRACT TERMINATION.

- a. General Termination. This contract may be terminated by the City for any reason upon thirty (30) days written notice prior to the date such termination is effective. In the event the City exercises its right to termination of this agreement pursuant to this section, all finished or unfinished reports or other material prepared by Consultant under this contract shall, at the option of the City, become its property and Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials before the date termination is effective. Such compensation shall not be in addition to payment provided to the Consultant under this agreement.
- b. City Termination for Nonappropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City Council, State Legislature and/or federal sources. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from City, State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, City, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If the City materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - v. If it is found by the City that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City of Wasilla with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

- vi. If it is found by the City that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
 - d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
 - e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - iv. Contractor shall preserve, protect and promptly deliver into City possession all proprietary information in accordance with paragraph (21).
10. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$165 per hour for City-employed attorneys. The City may set off consideration against any unpaid obligation of Contractor to any City agency.
 11. LIMITED LIABILITY. The City will not waive and intends to assert available liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any City breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.
 12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
 13. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the City's right to participate, the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.
 14. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the City to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold City harmless from, and defend City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City. The City and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.
 15. INSURANCE SCHEDULE. Unless expressly waived in writing by the City, Contractor, as an independent contractor and not an employee of the City, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all

taxes and fees incident hereunto. The City shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

- a. Contractor has provided the required evidence of insurance to the Contracting Agency of the City, and
- b. The City has approved the insurance policies provided by the Contractor.
- c. Prior approval of the insurance policies by the City shall be a condition precedent to any payment of consideration under this Contract and the City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the City to timely approve shall not constitute a waiver of the condition.
- d. Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:
 - i. Final acceptance by the City of the completion of this Contract; or
 - ii. Such time as the insurance is no longer required by the City under the terms of this Contract.
- e. Any insurance or self-insurance available to the City shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.
- f. *Workers' Compensation and Employer's Liability Insurance*
 - i. Contractor shall provide proof of worker's compensation insurance as required of Alaska Administrative Code Title 8.
 - ii. Employer's Liability insurance with a minimum limit of \$100,000 each employee per accident for bodily injury by accident or disease.
 - iii. If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.
- g. *Commercial General Liability Insurance*
 - i. Minimum Limits required:
 1. \$1,000,000 General Aggregate
 2. \$1,000,000 Products & Completed Operations Aggregate
 3. \$1,000,000 Personal and Advertising Injury
 4. \$1,000,000 Each Occurrence
- h. *Business Automobile Liability Insurance*
 - i. Minimum Limit required: \$1,000,000 Each Occurrence for bodily injury and property damage. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles). The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- i. *Professional Errors & Omissions Liability Insurance*
 - i. Minimum Limit required: \$5,000,000 per occurrence/aggregate
 - ii. Retroactive date: Prior to commencement of the performance of the contract
 - iii. Discovery period: Three (3) years after termination date of contract.
 - iv. A certified copy of this policy may be required.
- j. *Umbrella or Excess Liability Insurance*
 - i. May be used to achieve the above minimum liability limits.
 - ii. Shall be endorsed to city it is "As Broad as Primary Policy"
- k. *General Requirements:*
 - i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***The City of Wasilla, its officers, employees and immune contractors*** shall be named as additional insureds for all liability arising from the Contract.
 - ii. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
 - iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
 - iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically

agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.

- l. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City of Wasilla, c/o Purchasing/Contracting Officer, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.
 - m. Approved Insurer: Each insurance policy shall be:
 - i. Issued by insurance companies authorized to do business in the State of Alaska or eligible surplus lines insurers acceptable to the City and having agents in Alaska upon whom service of process may be made, and
 - ii. Currently rated by A.M. Best as "A-VII" or better.
 - n. Evidence of Insurance: Prior to the start of any Work, Contractor must provide the following documents to the contracting City:
 - i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
 - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection a above.
 - iii. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.
 - o. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
 - p. **Mail all required insurance documents to the Contracting Agency identified on page one of the contract. Address the required insurance documents as ATTN: PURCHASING OFFICER.**
 - q. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any city, borough, state or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The City may set-off against consideration due any delinquent government obligation.
16. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
 17. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
 18. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the City.
 19. CITY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into City possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS. Pursuant to WMC 5.08.120(F), information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Section 9.18 of the RFP, provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
21. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
22. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:
- Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
 - Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
23. LOBBYING The parties agree, whether expressly prohibited by federal, State or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- Any federal, state, City or local agency, legislature, commission, council or board;
 - Any federal, state, City or local legislator, commission member, council member, board member, or other elected official; or
 - Any officer or employee of any federal, state, City or local agency; legislature, commission, council or board.
24. WARRANTIES.
- General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
 - System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the City. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multientury formulas and data values and date data interface values that reflect the century.
25. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the Mayor and/or City Council and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
26. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the City of Wasilla, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Any civil action to enforce this Contract shall be brought in the trial courts for the State of Alaska at Palmer, Alaska.
27. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Mayor and/or City Council.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

VENDOR

Date

APPROVED:

Dianne M. Keller, Mayor

Date

ATTEST:

Kristie L. Smithers, MMC, City Clerk

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Planholders List

Member Name City of Wasilla
Bid Number RFP-0690-0-2008/WM
Bid Name Independent Special Counsel

7 Planholder(s) found.

Supplier Name ▲	City	State	Phone	Fax
Burr, Pease and Kurtz	Anchorage	AK	9072766100	9072582530
Denali Law Group	Wasilla	AK	9073575297	9073575296
Golter & Logsdon, PC	Palmer	AK	9077460020	9077460021
Lounsbury & Associates, Inc.	Wasilla	AK	9073579129	9073579140
Mgt Of America	Tallahassee	FL	8503863191	8503854501
Onvia, Inc. - Content Department	Seattle	WA	2063739500	8882637801
Vern Rupright	Wasilla	AK	9073733215	9073733217

Format for Printing Yes No

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CAUTION:

Failure to include this section as the first section of your Proposal will cause it to be deemed non-responsive!

PROPOSAL CERTIFICATION

Request for Proposal

No. 0690-0-2008/WM

Independent Special Counsel

CAUTION:

Failure to include this section as the first section of your Proposal will cause it to be deemed non-responsive

The undersigned, as Contractor, declares that s/he has carefully examined the entire RFP document, including all specifications, provisions, proposed instructions and all other conditions of the RFP and all addenda, and that Contractor proposes and agrees, if the proposal is accepted, that Contractor will contract with the City of Wasilla to furnish the item(s) in the manner and time herein prescribed and according to all the requirements set forth.

A Contractor may withdraw the proposal at any time prior to the day of the proposal opening. However, all proposals shall be irrevocable for a period of one hundred and eighty (180) days from the day of the proposal opening.

By initialing this space RKP, Contractor hereby certifies that s/he has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

By initialing this space RKP, Contractor hereby certifies that it accepts, in substantial conformity, all contract terms and conditions in *SECTION 10.20, CONTRACT & INSURANCE REQUIREMENTS*.

By initialing this space RKP, Contractor agree that in case of any discrepancies between the hard copy or the electronic copy of the RFP document and Addenda, supplied as a part of the Contractor's proposal, the secured electronic copy of these documents maintained by the City shall control and take precedence.

By initialing this space RKP, Contractor specifically acknowledges receipt of and agrees to be bound by Addenda numbered 0 through 0, inclusive.

By initialing this space RK?, Contractor represents that it has not modified or changed terms of the RFP document or Addenda, in either the hard copy or electronic version of its supplied proposal, except to provide proposal responses.

By initialing this space RKP, Contractor acknowledges and agrees that in the event there is any discrepancy in the proposal between the notarized hard copy and electronic versions, the hard copy controls and supersedes.

The Contractor represents that the proposal is made without connection to any person, firm, or corporation making a proposal for the same materials, and is in all respects fair and without collusion.

The undersigned attests that he/she has the authority to represent the firm in executing this proposal, that the information provided is true and accurate to the best of his/her knowledge, and understands that any false or substantially incorrect statement may disqualify this proposal or be cause for termination of any resulting contract.

Denali Law Group, LLC.
Firm's Name (Print or type name)

Richard K. Payne
Signature

344 North Main Street
Address

Richard K. Payne
Print or type name

Wasilla, AK. 99654
City, State, Zip Code

Partner
Title

Telephone: (907) 357-5297

Federal Tax I.D. No 26-1492443

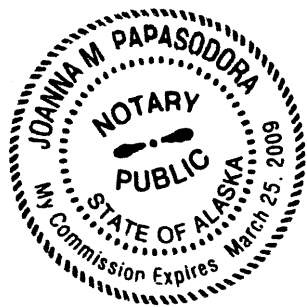
Fax Number: (907) 357-5296

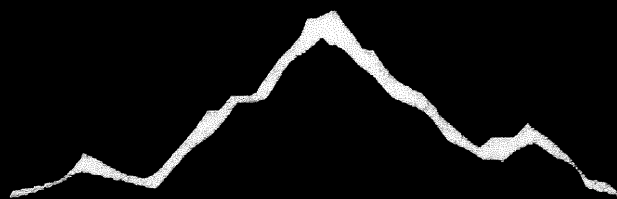
Subscribed and sworn to before me this 16th day of January, 2008

Joanna Papasodora

Notary Public for the State of Alaska

My commission expires 3/25/09





DENALI LAW GROUP

344 NORTH MAIN STREET
WASILLA, AK 99654

907-357-5297 (LAWS)

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Attachment A

Certification of Indemnification and Compliance with Terms and Conditions

Attachment B

Resume of Richard K. Payne

Attachment C

Resume of Jon-Marc Petersen

Attachment D

Request for Taxpayer Identification Number and Certification (W-9)

1. Letter of Transmittal

1.2 Understanding of the Services to be Performed

The City of Wasilla is need of an unbiased law firm with a strong background in investigations to review the development process, and the parties involved in the development, of two parcels located adjacent to the Parks Highway in Wasilla. The City of Wasilla will also require a detailed and comprehensive report of the investigations findings and where appropriate, recommendations of actions steps.

1.3 Denali Law Group Understands the Following Services are Required:

1.3.1. Communication Review

Review all documents involved in the communications between the City of Wasilla and developers, contractors, subcontractors, other city departments (including the City Attorney, City Clerk, Mayor, and any other administrative department or city employee), adjacent property owners, and involved members of the public. Correspondence includes any written communication (letters, faxes, internal memorandum, internal notes, department directives and electronic mail and any other document subject of the review).

1.3.2 Document Review

Review all contracts, addendums, codicils, purchase agreements, cost statements, plat or use modification requests, parcel related reports, initial and all subsequent design schemes and property layout proposals, requests for proposals, invitations to bid, and city awards and any other document subject of the review.

1.3.3 Schedule Interviews

Schedule interviews with elected officials, employees, developers, complainants, adjacent property owners and involved members of the public. These interviews will include all levels of City management including the Office of the Mayor, the City Attorney, the City Clerk and any other person of interest. The interviews will be done in stages and recorded.

1.3.3.1 Questionnaire and Subject's Written Narrative

The subject of the interview will first be given a deadline upon which to complete a questionnaire and to provide a narrative written statement regarding the individual's involvement in the development project. The questions in the initial questionnaire and narrative request will include all inquires set forth in section 3.2 of the Request for Proposal No. 0690-0-20008 (RFP) as well as other necessary inquires.

1.3.3.2 Initial Interview of Subject of Interest

In person interviews will be conducted. The individual of interest will be required to respond to inquiries based on previously prepared questions, questions derived from the

questionnaire completed by the subject, and questions derived from and based on the narrative completed by the subject.

1.3.3.3 Follow-Up Interview of Subject of Interest

After the initial interview and a review of the written and oral responses to the preliminary inquiries, the firm will evaluate the information and compare it to the other subjects of interest and then schedule and conduct a second set of interviews, when necessary.

1.4. Prepare a Detailed and Accurate Report of Findings

The Denali Law Group will draft a detailed and accurate report of findings. The report will be comprehensive and will be supported by the written statements of the interview subjects, where necessary, transcriptions of oral interviews and any and all other documentation that supports or explains the findings of the comprehensive report. The report will make and explain its findings in detail and then make recommendations where appropriate. The report will be presented prior to June 23, 2008.

1.5 Be Accessible for Consultation Throughout and After the Review

The Denali Law Group will be prepared to meet with the Wasilla City Counsel throughout the review to discuss the developments of the investigation and to accept additional information from the Counsel. The Denali Law Group will also be prepared to discuss the comprehensive report and to meet with the Counsel upon request once the report has been reviewed and analyzed.

1.6 Denali Law Group Representatives

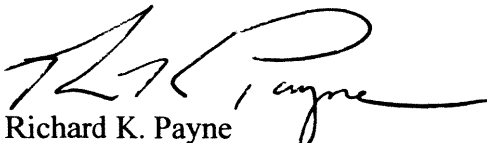
The following are representatives of the Denali Law Group, with authority to make representations:


Richard K. Payne	Partner	344 North Main Street Wasilla Alaska 99654	357-5297
Jon-Marc Petersen	Partner	344 North Main Street Wasilla Alaska 99654	357-5297

1.7 Denali Law Group Certifications

Richard K. Payne (Alaska Bar Number 9711071) and Jon-Marc Petersen (Alaska Bar Number 0709055) are properly licensed to practice law in the State of Alaska.

Sincerely Yours,


Richard K. Payne
Denali Law Group


Jon-Marc Petersen
Denali Law Group

2. Statement of Qualifications

2.1 Familiarity and Experience with City, State and Federal Campaigns, Elections, Conflicts of Interest and Ethics Laws

As noted above, Richard Payne and Jon-Marc Petersen will be the attorneys assigned to this investigation.

Richard Payne was formally an Assistant Municipal Attorney for the Municipality of Anchorage. Mr. Payne was assigned to the civil division of the Anchorage Municipal Attorney's Office for over five (5) years.

As an Assistant Municipal Attorney, Mr. Payne was involved in numerous matters concerning the Municipality's revision of the Anchorage Municipal Code (AMC). Mr. Payne was instrumental in the revision of numerous AMC sections, including provisions of the ethics code.

As an Assistant Municipal Attorney, Mr. Payne was actively involved in many aspects of various municipal elections and their procedures. Throughout his five (5) years of service as an Assistant Municipal Attorney, Mr. Payne was required to research and draft memorandum opinions. These opinions covered various issues which became relevant during and after mayoral and assembly elections. These opinions normally involved evaluating pertinent AMC provisions, case law, state statutes and constitutional provisions and presenting a concise report with legal conclusions and recommendations. It was frequently necessary to conduct detailed investigations, including interviewing essential witnesses and voluminous document review, in order to verify the facts and make legal conclusions. These opinions were adopted by the Municipal Attorney and then forwarded to the department heads, mayor or assembly members.

Mr. Payne was also responsible to research and draft memorandum opinions regarding various matters involving conflict of interest concerns. On occasion these investigations and subsequent opinions involved accusations regarding the behavior or omissions of municipal department heads.

Further, as an Assistant Municipal Attorney, Mr. Payne was involved in reviewing RFP awards, municipal property exchange agreements and other matters which involved alleged conflicts of interest and ethical issues with municipal officials or employees.

2.2 Denali Law Groups' Experience in Conducting Investigations and Experience and Skills in Gathering and Evaluating Facts

Beyond Mr. Payne's experience as an Assistant Municipal Attorney, Richard Payne was also formally an Assistant District Attorney for the State of Alaska. Mr. Payne served in this capacity for over five (5) years. His jurisdiction included Valdez, Glennallen, McCarthy, Tatitlek, Mentasta, Cordova, Palmer, Sutton, Wasilla, Houston, Willow, and Talkeetna, Alaska.

During this five (5) year period, Mr. Payne was involved in every aspect of the criminal investigation process. Mr. Payne was involved in the interviewing of witnesses of all ages and of every conceivable type of criminal event. Mr. Payne has also been involved in the interviewing of hostile criminal defendants, including, murder suspects and victims of crime.

As to fact gathering and evaluation, as a prosecutor for the State of Alaska, Mr. Payne has been involved in gathering facts from countless types of criminal cases. As a prosecutor Mr. Payne assessed cases and made police officer assignments when further investigation was warranted. Mr. Payne has also assisted in crime scene investigations when it became obvious that early involvement of a prosecutor would be necessary to the successful preparation and prosecution of a case. For example, Mr. Payne was flown by helicopter fifteen (15) miles outside of McCarthy, Alaska to interview the spouse and adult children of Robert Hale, (aka Papa Pilgrim). During the interviews and investigation of the crime scene, Mr. Payne was accompanied by investigators from the Alaska Bureau of Investigations (ABI). Mr. Payne was also flown to Valdez, Alaska to assess the scene of a murder. Mr. Payne, along with the Alaska State Troopers and Crime Scene Investigators from the Alaska State Crime Lab, were all summoned to the Valdez murder scene for investigation and assessment. Mr. Payne worked side by side with the officers and investigators throughout the investigation of the homicide.

Jon-Marc Petersen also has an extensive background in the assessment and gathering of facts. Mr. Petersen was a police officer for the City of Chattanooga, Tennessee. Chattanooga, Tennessee has a large metropolitan police force and requires significant and rigorous training for all officers. Mr. Petersen, as a police officer, assisted in major investigations and was the lead officer in numerous investigations including property crimes, crimes against persons and difficult white collar crime matters. Mr. Petersen's police officer experience included: extensive document review, interviewing suspects, witnesses and gathering appropriate evidence. Mr. Petersen completed the necessary police academy and subsequent in-field training with distinction. He excelled in the police academy, obtaining numerous awards and achieving positions of authority at the academy. Mr. Petersen was elected to the position of class president by his fellow recruits and received the academy's most prestigious marksmanship award.

Mr. Petersen was also a Prosecutor for the Alaska District Attorney's Office. He was charged with the responsibility of assisting the Alaska State Troopers and surrounding police agencies with numerous criminal matters at various stages of investigation; including robbery, serious assaults and homicides. As the prosecutor handling the Valdez jurisdiction Mr. Petersen worked closely with the Valdez Police Department as well as the Alaska State Troopers in numerous investigations. For example, Mr. Petersen was charged with the responsibility to co-ordinate a multi-jurisdictional task force in a major drug sting. This effort resulted in the arrest and eventual conviction of numerous individuals and crippled the existing drug network in Valdez, Cordova and Glennallen.

Mr. Petersen was also responsible for securing multiple murder convictions in a domestic homicide in the village of Tatitlek. In his efforts to prosecute the individual responsible, Mr. Petersen flew to Valdez and then traveled by boat to the village to assist in the investigation of the murder scene and to interview integral witnesses. Mr. Petersen also

interviewed the victim's family and maintained contact with the family throughout the investigation and prosecution of the individual responsible for the homicide.

Mr. Petersen's most recent trial was a homicide trial involving a gang execution in the Houston area. This was a complicated multi-defendant case involving a two year investigation. Mr. Petersen was an essential member of the investigation team. Mr. Petersen was required to organize thousands of pages of material from numerous investigators, Alaska State Troopers, crime lab personnel and countless experts. Mr. Petersen, once again, interviewed numerous witnesses and scientific professionals. The trial itself was difficult and required extensive cross examination of many challenging and complicit witnesses. Mr. Petersen was able to secure a first degree murder conviction of all defendants tried.

The Denali Law Group is very confident, given Mr. Payne and Mr. Petersen's extensive experience in criminal investigations, document examination and fact assessment, that the Denali Law Group would be uniquely qualified to investigate, assess the facts and information at issue in RFP No. 0690-0-2008 and the produce a detailed and meaningful report with clear and concise findings.

2.3 Denali Law Groups' Caseload, Level of Experience and Professionalism

2.3.1 Municipal Zoning

As previously noted, Mr. Payne was formally an Assistant Municipal Attorney for the Municipality of Anchorage. In that capacity Mr. Payne was involved in numerous matters concerning the municipality's zoning ordinances. For an extended period, Mr. Payne was solely responsible for all Superior Court appeals regarding the denial of zoning variances for the entire municipality. This responsibility required extensive research into the numerous issues that arose from the different board decisions and underlying fact patterns. Mr. Payne became well versed in every aspect of the drafting, adopting and operations of the Anchorage municipal zoning ordinance and variance request procedures. In addition, Mr. Payne became very skilled and knowledgeable in his efforts to defend attacks on municipal zoning decisions in the Alaska Superior Courts.

Mr. Payne during his tenure with the Municipality of Anchorage was charged with the responsibility of drafting or assisting with the re-drafting of multiple zoning code provisions.

Denali Law Group asserts, that it is this experience of not only drafting zoning provisions but also defending the municipality's zoning code provisions and hearing officer decisions regarding zoning enforcement decisions in Superior Court that distinctively qualifies the Denali Law Group for this RFP.

2.3.2 Ethics and Professional Responsibility

As attorneys and specifically as former prosecutors in the State of Alaska, Mr. Payne and Mr. Petersen have had the opportunity to attend regular ethics and professional responsibility courses.

In addition, the Alaska State Bar mandates every attorney to take and pass an ethics exam before being permitted to practice law in the State of Alaska.

Further, the Office of the District Attorney holds an annual conference in Girdwood that contains a multi-session seminar on ethics and professional responsibility. The Office of the District Attorney is exacting in regards to maintaining a high standard of excellence when it comes to ethics and professional responsibility of the State's District Attorneys. The reality of a prosecutor's power and authority is obvious; and that power is constantly scrutinized by the Department of Law, the Alaska Judiciary and the legal community. Even though subject to this strict scrutiny, Mr. Payne and Mr. Petersen have always maintained an excellent reputation for their ethics and professionalism.

2.3.3 Eminent Domain

As previously noted, Mr. Payne was formally an Assistant Municipal Attorney for the Municipality of Anchorage. In that capacity Mr. Payne was involved in numerous matters concerning the municipality's authority to take land for public purposes. Mr. Payne assisted on at least one major eminent domain project and numerous smaller abatement projects.

The most notable eminent domain project was the expansion of 15th Street in Anchorage. This was a highly contested and large project involving numerous property owners and miles of parcels.

Mr. Payne has also been involved in the abatement of nuisances using the Municipality's power to take and utilize property for the greater good of the community.

The Municipality of Anchorage did not use this power lightly, but when the decision was made to take a citizen's property it was always a lengthy and litigious process. Eminent domain matters would frequently require the resources of multiple attorneys in the Office of the Anchorage Municipal Attorney. If Mr. Payne was not exclusively charged with the responsibility to process the matter he frequently assisted.

2.3.4 Evidentiary

Richard Payne and Jon-Marc Petersen, through their experience as prosecutors and defense counsel, have a comprehensive and exhaustive understanding of the Alaska Evidentiary Rules, the relevant case law as it relates to evidentiary matters and the relevant statutory and constitutional provisions that correlate to evidentiary issues.

Mr. Payne and Mr. Petersen, as noted above, have excellent backgrounds in the assessment of evidence both through witness examination and document review. Mr. Payne and Mr.

Petersen also have extensive experience in drafting and arguing evidentiary motions and appellate briefs before both the Alaska Court of Appeals and the Alaska Supreme Court. Appellate matters before the Alaska Court of Appeals and the Alaska Supreme Court are always exacting projects, requiring extensive research and investigation. The required briefs are time consuming to draft and demand an ability to develop facts and draw specific legal conclusions.

2.3.5 Criminal

As previously noted, Richard K. Payne and Jon-Marc Petersen were most recently prosecutors for the State of Alaska. Collectively, Mr. Payne and Mr. Petersen have well over twelve (12) years experience in either prosecution or appearing for the defense in criminal cases. As noted, this experience includes assisting in the investigation of multiple homicides, including double homicides and gang execution slayings. Further, Mr. Payne has argued numerous technical criminal matters before the Alaska Court of Appeals and multiple other matters before the Alaska Supreme Court.

During this twelve (12) year period, Mr. Payne and Mr. Petersen have been involved in every aspect of the criminal investigation, fact assessment, witness examination, evidentiary document assessment and criminal statutory deconstruction. Mr. Payne and Mr. Petersen have also received numerous training experiences both in and out of the State of Alaska. These training opportunities were designed to sharpen their skills in all of the aforementioned areas of criminal practice.

The Denali Law Group is extremely confident that no other candidate for this RFP can match the overall criminal experience provided by this firm. Experience which is fresh and primarily based in Alaska law and in the Mat-Su Valley.

2.3.6 Administrative

Through his work at the Municipality of Anchorage, Mr. Payne has an extensive understanding of the workings of city government and the functions and purposes of the individual administrative entities. The process of running the Municipality of Anchorage has countless facets and intricacies. All of these elements, by necessity, pass through the Office of the Municipal Attorney. These different issues and matters all carried varied and distinct administrative concerns and problems. After five (5) years of participating in the researching and drafting of opinions for the Anchorage Administration and Municipal Assembly, developing internal relationships, understanding the issues and concerns of the various departments and executive authorities, Mr. Payne developed an expertise in assessing the legal implications and consequences and formulating workable solutions within the confines of a government entity.

The Denali Law Group asserts that only after working within a municipality or city government, for a significant period of time, can one understand the complexities of the administrative process and provide meaningful subject evaluation or legal counsel.

2.3.7 Contracts

Mr. Payne and Mr. Petersen have extensive experience in document review and assessment for comprehension and evidentiary purposes. As an Assistant Municipal Attorney Mr. Payne assessed, drafted and negotiated numerous contracts. Many of these contracts involved property exchanges, purchasing agreements and procurement of necessary services.

As an Alaska State Prosecutors, Mr. Payne and Mr. Petersen evaluated numerous contracts for their evidentiary value, significance and effect. Further, Mr. Payne and Mr. Petersen negotiated the terms of countless criminal resolutions, which by necessity, require a significant understanding of contract principals.

2.4 There are No Prior or Ongoing Civil or Criminal Litigation or Investigations

The Denali Law Group affirmatively asserts that neither the firm nor any of its attorneys or representatives, have prior ongoing contract failures or breaches. The Denali Law Group also has no criminal litigation or investigations pending.

2.5 The Denali Law Group is Not in any way Connected to the City of Wasilla

Neither the Denali Law Group nor any member or employee is or has been employed by the City of Wasilla, any of its political subdivisions or by any other government.

2.6 The Denali Law Group has No Political Conflicts or Affiliations that Could be Construed as Problematic

The Denali Law Group has no potential or actual conflict of interest that involves the City of Wasilla, the developers or any interested party.

2.7 The Denali Law Group has No Relevant Current or Past Contractual Relationships

The Denali Law Group has no current or past working or contractual relationships with the City of Wasilla, elected officials, employees, developers, complainants, interested parties or the subjects of the review.

3. Identification of Anticipated Potential Implementation Problems

3.1 Anticipated Potential Problems of Conducting this Review

The Denali Law Group anticipates no issues regarding the review of the necessary records, documents, or the interviews of the relevant parties. The foreseeable problems are not with the assessment of the materials and interviews, but with the obtaining the interviews and documents.

3.1.1 Destruction of Electronic Transmission and Mail Messages

The Denali Law Group has a concern regarding the potential reluctance or failure to preserve or produce the required records and documentation, including faxes and their transmission forms, electronic correspondence and the relevant e-mail logs for the pertinent periods of time.

The Denali Law Group is familiar with the Municipality of Anchorage and the State of Alaska's limitations on electronic document recall and the policies regarding the preservation of fax transmission forms. This familiarity with these policies and systems heightens the concern that many of the records that will be requested may have been destroyed or not retained because of the nature of the evidence and the amount of time that has elapsed.

3.1.2 Reluctance of Essential Witness Participation

The Denali Law Group is concerned that the desired witnesses may be reluctant to provide written statements and submit to taped interviews.

The Denali Law Group expects to require all essential witnesses to subject themselves to a multi-step investigation process. This witness investigation will require the subjects to provide written statements, complete questionnaires and to submit to at least one in-person interview, possibly two. This process will take a significant amount of time and effort on the part of the witnesses whom have been determined to be critical to the investigation.

3.1.2.1 Refusal to Waive Attorney Client Privilege

It is possible, that one or more of the parties to the investigation or witnesses to the investigation have provided their legal counsel with documentation or information that will be subject to the attorney client privilege. The Denali Law Group will not be able to penetrate that privilege, if the privilege has been correctly asserted and is properly held.

3.2 Denali Law's Approach to Resolving these Problems

The Denali Law Group will rely on its extensive experience in evidence gathering and evaluation, gained from working as state prosecutors, to assess and gather information and to fill information deficiencies.

The Denali Law Group will reconstruct lost or destroyed data and unavailable witness testimony through the use of direct and corroborated circumstantial evidence and through utilizing reasoned assessment of what elements are missing from document trails.

Given the large number of individuals involved in a development project such as this, it should be possible to unearth the necessary facts to reconstruct a viable picture of what has occurred between the administration, developers and other concerned property owners.

3.2.1 Reconstruction of Lost or Destroyed Documents and Data

In the evaluation of any major property development endeavor, such as the properties sought to be developed adjacent to the Parks Highway in question, there will always be lost or misplaced documents and faded memories of casual encounters. There will also be the inevitable loss or destruction of electronic communications and phone logs/messages. Given the Denali Law Group's prior experience in law enforcement, the firm is confident that the loss or destruction of these vital pieces of evidence need not stymie the investigation. With diligent effort, the firm should be able to reconstruct much of the lost information or data by:

1. Interviewing those who handled or processed the lost information or data.
2. Interviewing those closely associated with those responsible for the lost information or data.
3. Comparing project trails of similar projects completed by the same or comparable parties, in order to discover common or expected information and data; and therefore, the nature of the lost or destroyed information and the party most likely responsible for concealing the information or data.
4. Utilizing the services of city or private computer technicians to analyze e-mail accounts and computer databases for lost or destroyed documentation or other materials of evidentiary value.

3.2.2 Witness Testimony Construction from Reasonable Inferences Gathered from Documentation and Corroborated Testimony

The testimony of a witness if unavailable or incomplete can be reconstructed to a great degree through several investigative techniques.

3.2.2.1 Documentation

Documentation is an extremely valuable tool when it is necessary to reconstruct the testimony of a reluctant or unavailable witness. Documentation frequently provides an accurate time line of events. Documentation can decisively demonstrate what an individual knew and when they knew it.

Through the careful review of the relevant documentation, including e-mails, contracts, travel logs, notes, etc., coupled with the witness testimony that is available, it is expected that an accurate picture of the questioned events will become clear.

3.2.2.2 Corroboration through Witness Testimony

In regards to reluctant or unavailable witnesses, much can be discovered and clarified through the testimony of other witnesses; other witnesses, that were either close to the project or close to the individual who is unavailable or otherwise unwilling to fully cooperate with the investigation.

Often when faced with holes in information or documentation, logical bridges can be built with parts of the overall picture that corroborate each other. For example, in several criminal matters handled by the attorneys of this firm, the picture of what occurred was not always complete but if one is able to fill in evidentiary holes with logical inferences gathered from other closely related evidence, then one can often support a theory with legal certainty.

3.3 Assistance that will be Required from the City of Wasilla

3.3.1 Require Records Custodian's Cooperation

The Denali Law Group will require the City of Wasilla's assistance in obtaining the necessary and relevant records for review. The following is an example, not an exhaustive list, of the types of materials that will be necessary for the investigation:

1. Production of all files related to the project at issue (including but not limited to any contract, or addendum, memorandum of understanding, any variance request, any permitted variance, tax incentive agreement, property use agreement, deeds or property transfer agreements, deeds, easements, etc.).
2. Production of all electronic e-mails related to the project at issue from every witness or individual involved with the project.
3. Production of all phone records, including, written or saved voice-messages related to the project at issue.
4. Production of all fax transmittal forms related to the project at issue.
5. Production of the personal logs or notes of those associated with the project at issue.
6. Production of any per diem requests related to the project in question.
7. Production of any recordings or transcripts from Wasilla City council meeting related to the projects at issue.

These documents are in the possession and control of the City of Wasilla and will require the assistance of the record custodians and department heads in order to conduct a thorough investigation. It is important to note, that the aforementioned documents and materials do not constitute a complete list. The list is provided to demonstrate the nature of the necessary inquiries. It is certain that other types of documents will be requested.

3.3.2 Require that Current Employees Appear for Interviews

It may be necessary for the Wasilla City Counsel and current administration to mandate the active participation of the essential witnesses. These witnesses will clearly include city employees and administrators, as well as city contractors. The City may need to exercise its right to mandate interviews through current contractual provisions.

3.3.3 Make available City of Wasilla Technical Support

It will be necessary to utilize Wasilla City technical support in order to reconstruct or retrieve lost or destroyed electronic data. The Denali Law Group will require the City of Wasilla to provide the following technical support:

1. Use of City of Wasilla technical support to retrieve lost or destroyed data.
2. Use of City of Wasilla technical support to retrieve related or temporally proximate data or information in order to construct a time-line and to reconstruct the method, manner and individual most likely responsible for the destruction of the missing data or documentation.

3.3.4 Waive Any Attorney-Client Privilege Held by the City of Wasilla

If an attorney client privilege is asserted by an employee of the City or a member of the administration, it is more likely than not a privilege held by the City of Wasilla and not the employee or member of the administration. If such privilege is asserted, the Denali Law Group will endeavor to determine the nature of the privilege and who holds the privilege. If it is determined that the privilege is held by the City of Wasilla then the Denali Law Group will request that the City waive said privilege.

4. Methodology

The Denali Law Group will approach this project with several guiding principles and goals. Many of these principles revolve around an effort to be efficient and to control the costs of the project; while being ever mindful of the importance of an unbiased, accurate and focused work product. The Denali Law Group is committed to being respectful of the public nature of the funds that are financing the investigation. It will also be important to the firm to respect the deadlines set and the needs articulated in the RFP. It will be the goal to approach the project with the RFP details firmly in mind.

The following are areas of the firm's methodology in its approach to any project. They are presented here, not in a particular order, but simply to provide a clear picture of the firm's intentions and goals.

4.1 Efficiency

The Denali Law Group's purpose and objective is to complete the project prior to the deadlines set in the RFP. In our criminal and civil practice we are very mindful of mandatory deadlines and are excellent managers of our time. The deadlines set by the RFP will be respected as we do all court ordered mandates.

4.2 Financial Prudence

The Denali Law Group intends to approach this project consistently mindful that the funds being used to compensate the firm are the dollars of our neighbors and friends. The tax dollars used to finance this investigation are reserved for doing the business of the citizens of Wasilla and will be respected and will not be squandered. Therefore, whenever possible, the Denali Law Group will do what is possible to save costs without jeopardizing accuracy and efficiency.

4.3 Investigatory Proficiency and Commitment to a Detailed and Comprehensive Investigation

Given the goals of the RFP, it is clear that a firm, such as the Denali Law Group, will need to have a strong background in criminal investigation. The focus will start on the documentation the City of Wasilla is able to produce.

After a careful document review and the essential supplementation of the initial discovery, the firm will begin the questionnaire and interview process.

The key to a successful investigation of this nature will of course be the careful and methodical interviews of the subjects of interest. The Denali Law Group will approach each facet of this investigation with creativity, zeal and attention to detail.

This matter is very similar to the time intensive prosecution of high level criminal matters, which is a specialty of the lawyers in this firm.

4.4 Unbiased Investigation and Analysis

The Denali Law Group will approach every facet of this investigation in an unbiased and neutral manner. The interview process will be approached in a non-confrontational way in an effort to make the individual witness comfortable that this is not a witch hunt but a fact finding undertaking.

The Denali Law Group has no agenda or commitment to any party or organization. The analysis of the information will be methodical and efficient but not oriented to any particular outcome.

The goal will be the search for the truth of what occurred and to report that truth to the Wasilla City Counsel, Administration and citizenry of Wasilla.

The Denali Law Group's attorneys, Mr. Payne and Mr. Petersen, have also made great efforts to refrain from reading or viewing any media coverage on this matter. Mr. Payne and Mr. Petersen have also committed to not discuss this matter or the RFP with anyone, other than to acknowledge the existence of the RFP and the firm's desire to draft a proposal. It is the firm's position, that only through this type of commitment to remaining unbiased, can the firm provide an accurate and fair investigation.

4.5 Respect and Professionalism

The Denali Law Group's approach to any legal matter or circumstance is to always maintain a professional decorum and demonstrate respect for those with whom we interact. It is Denali Law Group's reputation that is its most valuable commodity.

Further, the Denali Law Group is made up of professional attorneys who are consistently respectful and considerate of others. It is this professionalism that will guide the interviews and interactions in this matter.

5. References

Stephanie L. Allen, Executive Director United Way Mat-Su
1245 South Williwaw
Palmer, Alaska 99645
(907) 746-3363

William Comer, Chief of Police for the Valdez Police Department
212 Chenega Street
Valdez, Alaska 99686
(907)835-4560

Roman K. Kalytiak, Palmer District Attorney
11921 Palmer Wasilla, Hwy Ste #100
Palmer, Alaska 99645
(907) 745-5027

Dan F. Kennedy, Swalling & Associates
851 East Westpoint Dr., Suite 108
Wasilla, Alaska 99654
(907) 376-1272

Dennis A. Wheeler, RCA Advisory Section Manager
701 West 8th, Ste 300
Anchorage, Alaska 99501
(907) 263-2107

6. Subcontracting

It is not anticipated that any subcontracting will be necessary. At this juncture the Denali Law Group is confident that all matters can be handled without the need of outside assistance. However, that being said, given the Denali Law Group's commitment to completing the project as efficiently and economically as possible, there are scenarios wherein it may become necessary to hire assistance. Of course the Denali Law Group would first approach the City of Wasilla for approval of such assistance.

6.1 Paralegal Resources

Depending on the volume of the documentation, and whether it would be cost effective, it may become necessary to seek the services of additional competent and well trained paralegal assistance. It does not seem likely that this scenario will occur.

6.2 Computer Technical Support

Depending on the level of apparent or presumed conflict and the expertise of the City of Wasilla's computer technicians, it may become necessary to hire a computer technician to analyze the relevant witness e-mail accounts and databases for lost or destroyed information. It is believed that no such apparent or presumed conflict exists with the computer technical staff and that their expertise will be more than efficient.

7. **Cost**

The Denali Law Group would offer to complete the aforementioned services based on an hourly rate with a contractual financial cap. If the financial cap is reached, the firm will continue to provide the services as discussed in the RFP and this proposal.

The Denali Law Group would purpose to charge:

A reduced rate of \$150.00 per attorney hour.

If paralegal services are required, a reduced rate of \$75.00 per hour.

Whenever possible, a reduced rate for copying and reproduction costs.

However, regardless of the actual amount of attorney or paralegal hours necessary to complete the project, the Denali Law Group will cap the cost/charge at no more than \$23,500 dollars. The cap will include all fees, reproduction costs and copying costs.

It is believed that this arrangement will ensure the City of Wasilla will pay no more than \$23,500 to complete the project but will get the benefit of a reduced hourly rate and an itemized bill. A cap will also provide the City of Wasilla with the prospect that the cost could be lower than the cap.

ATTACHMENT A

Attachment A
CERTIFICATION OF INDEMNIFICATION AND COMPLIANCE
WITH
TERMS AND CONDITIONS OF RFP

Submitted proposals are confidential until the contract is awarded and only specific parts of the proposal may be labeled a "trade secret." In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

This proposal contains proprietary information Yes _____ No X

By signing below, I understand it is my responsibility as the company to act in protection of the labeled information and agree to defend and indemnify the City for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance and should be detailed below. Any exceptions **MUST** be documented.

YES X NO _____ SIGNATURE *R.K. Payne*
 Company Officer

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	PROPRIETARY INFORMATION AND/OR EXCEPTION (PROVIDE A DETAILED EXPLANATION)

ATTACHMENT B

RICHARD K. PAYNE

344 North Main Street
Wasilla, Alaska 99654
(907) 357-5297

ACADEMIC PROFILE

Willamette University College of Law, Salem, Oregon

Juris Doctorate 1997
Certificate for Dispute Resolution 1997

Activities:

Winner of First Year Moot Court Competition 1994-95
Finalist Negotiation Competition 1995-96
Member Moot Court Board
Phi Alpha Delta Law Fraternity Member

Utah State University, Logan, Utah

Bachelor of Arts, *magna cum laude*, Pre Law, 1994
Bachelor of Arts, *magna cum laude*, Liberal Arts, 1994
Minor Spanish, 4.0, 1994
Minor Philosophy 4.0, 1994
Liberal Arts Certificate (Awarded to 8/4,000 students)
GPA 3.89/4.0

Honors:

Student Body President Leadership Scholarship 1988-89
Vivian Ann Bullen Academic Scholarship 1994
Dean's list 11 of 12 quarters
National Gold Key Honors Society
Academic Tuition Scholarship 1991-1994
Garnet and Gold Scholarship 1991-1994

Activities:

Academic Chair, Pi Kappa Alpha 1991-1994
President Spanish Club 1991-1994

LEGAL WORK EXPERIENCE

Denali Law Group, LLC., Wasilla, Alaska
Partner, December 4, 2007- present

State of Alaska, Department of Law, Palmer, Alaska
Assistant District Attorney, June 24, 2002- December 4, 2007

Municipality of Anchorage, Anchorage, Alaska
Assistant Municipal Attorney, May 27, 1997- June 22, 2002

ATTACHMENT C

JON-MARC PETERSEN

11758 E. Loretta Drive
Palmer, AK 99645

Home: 907-746-3782
Cell: 907-715-8467

denalilawjmp@gmail.com

PROFESSIONAL EXPERIENCE

ATTORNEY (MANAGING PARTNER), Denali Law Group

11-07 to Present

Formed and established a full service law firm in the city of Wasilla AK. Practice areas include criminal defense, family law, wills & trusts, and personal injury. My partner Richard K. Payne and I left the State of Alaska and have successfully to date built a clientele using a philosophy of customer service and exceptional advocacy.

ASSISTANT DISTRICT ATTORNEY, Department of Law

State of Alaska, Matsu District

6-06 till 11-07

Principal or lead attorney handling felony as well as misdemeanor matters, including a First Degree Murder conviction. Prosecuted complicated felony matters as the only attorney assigned to rural Valdez, Alaska. Coordinate investigations, present cases to Grand Jury for indictment, write and respond to motions, and responsibly litigate at jury trials.

DEPUTY PUBLIC DEFENDER, Law Offices of the Public Defender

23rd. Judicial District, Tennessee

7-05 to 6-06

Independently managed juvenile court matters in Cheatham County and all Circuit Court cases for Houston and Stewart Counties. Negotiated with judges and assistant district attorneys in resolving felony criminal cases. Ethically and zealously represented defendants at preliminary hearings and felony jury trials.

DEPUTY PUBLIC DEFENDER, Law Offices of the Public Defender

San Bernardino County, California

8-01 to 11-04

Lead or solo defense attorney in criminal matters with full oversight of initial investigations, trial planning, motions practice, discovery, legal research, and courtroom appearances. Obtained acquittals in both misdemeanor and felony jury trials.

U.S. ATTORNEY EXTERNSHIP, Western District of Tennessee.

1-00 to 5-00

Aided Assistant United States Attorneys with writing appellate briefs and various research assignments criminal as well as civil.

EDUCATION/AFFILIATIONS

University of Memphis, Cecil C. Humphreys School of Law, Juris Doctor, May 2000

Semi-Finalist Moot Court Competition, Moot Court Board Member

Member State Bar of California-June 2001 and Tennessee-June 2005

Member State Bar of Alaska-2007

ATTACHMENT D

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Denali Law Group	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 344 N. Main Street		Requester's name and address (optional)
City, state, and ZIP code Wasilla, AK 99654		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number <div style="background-color: black; width: 100px; height: 15px; margin: 5px auto;"></div>
or
Employer identification number <div style="background-color: black; width: 100px; height: 15px; margin: 5px auto;"></div>

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 1-16-08
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,