

Date Presented to Council: 2/24/2020
Verified By: Jamie Newman
Clerk's Note: N/A

**City of Wasilla
Informational Memorandum No. 20-03**

Process For General Legal Counsel Services Request For Proposals.

Originator: Jamie Newman, City Clerk
Date: 2/4/2020

Agenda of: 2/24/2020

Route to:	Department Head	Signature	Date
	Chief of Police		
	Public Works Director		
	Recreational Services Director		
X	Finance Director		2-12-20
X	Deputy Administrator		2/12/2020
X	City Clerk		2/12/2020
X	Mayor		2/13/2020

Attachments: Request for Proposals for General Counsel Legal Services (16 pages)

Summary Statement: The City's current contract for General Legal Counsel Services with Landye Bennett Blumstein LLP expires on July 31, 2020, with no additional options for renewal under the existing contract.

Attached is the Request for Proposals (RFP) for General Legal Counsel Services. The RFP is scheduled to be issued on March 2, with submissions due on April 1, 2020.

Proposals will be evaluated by the Proposal Evaluation Committee, consisting of three city employees. The evaluation will be based solely on the evaluation factors noted on page 15 of the RFP (technical experience and cost proposal).

After the RFPs are scored, an Action Memorandum (AM) awarding the contract will be brought forward to Council for approval.



CITY OF WASILLA
Purchasing
290 E Herning Avenue
Wasilla, Alaska 99654

Request For Proposals
No. 0302-0-2020/AD

General Counsel Legal Services

Date of Issue
March 2, 2020

Submission Deadline
April 1, 2020

Proposer's Are Not Required To Return This Form.

Important Notice: You must register with the Purchasing Officer listed in this document to be a recognized plan holder. Failure to register as recognized plan holder will cause your submission to be deemed non-responsive.

April Dwyer
Purchasing Officer
City of Wasilla

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Proposers must submit one (1) original marked "Master" and four (4) copies of their proposal to the Purchasing Officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

City of Wasilla
Attention: **Purchasing Officer**
Request for Proposal (RFP) Number: **0302-0-2020/AD**
Project name: **General Counsel Legal Services**
290 E Herning Avenue
Wasilla, AK 99654

Proposals must be received no later than 3:00P.M., Alaska Time on **April 1, 2020**. Faxed or emailed proposals will not be accepted.

A Proposer's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

ALL QUESTIONS CONCERNING THIS RFP MUST BE DIRECTED TO THE PURCHASING OFFICER

PURCHASING OFFICER: April Dwyer – PHONE 907-373-9047 – EMAIL: adwyer@ci.wasilla.ak.us

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the City's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted.

The contract resulting from this RFP will be for an initial term of three years, with two optional one-year renewals. The approximate date of award will be June 10, 2020 with the contract beginning August 1, 2020.

Unless otherwise provided in this RFP, the City and the successful Proposer/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

The approximate contract schedule is as follows:

- Issue RFP: March 2, 2020
- Deadline to submit written questions: March 16, 2020
- Response to questions no later than: March 23, 2020
- Deadline for Receipt of Proposals: April 1, 2020

- Proposal Evaluation Committee evaluation: April 3, 2020 – April 17, 2020
- Notice to Finalists: April 22, 2020
- Interviews (if required): May 4, 2020 – May 15, 2020
- City of Wasilla issues Notice of Intent to Award a Contract: May 27, 2020
- Council Meeting for Contract Approval: June 10, 2020
- Contract start: August 1, 2020

1.03 Purpose of the RFP

The City of Wasilla's current General Legal Counsel Services contract ends on July 31, 2020. It is the intent of the City of Wasilla to enter into an agreement with a qualified law firm to provide legal counsel services on behalf of the City at a fixed hourly rate.

1.04 Assistance to Proposers with a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Purchasing Officer no later than ten days prior to the deadline for receipt of proposals.

1.05 Required Review

Proposers should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Purchasing Officer at least five days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Proposer's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Purchasing Officer, in writing, at least five days before the deadline for receipt of proposals.

1.06 Questions Received Prior to Deadline for Receipt of Proposals

All questions must be in writing and directed to the Purchasing Officer.

1.07 Amendments

If an amendment is issued, it will be provided to all who registered as a plan holder with the Purchasing Officer.

1.08 Right of Rejection

Proposers must comply with all of the terms of the RFP, the Wasilla Municipal Code (WMC), and all applicable state, and federal laws, codes, and regulations. The Purchasing Officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Proposers may not qualify the proposal nor restrict the rights of the City. If a Proposer does so, the Purchasing Officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;

- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the Purchasing Officer.

The City reserves the right to refrain from making an award if it determines that to be in its best interest.
A proposal from a debarred or suspended Proposer shall be rejected.

1.09 City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.10 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the City of Wasilla and may be returned only at the City's option and at the Proposers request and expense. WMC 5.08.120 requires the proposal selected for award to be open to public inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, the proposal will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the Proposer requests, in writing, that the Purchasing Officer does so. The Proposer's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. If this request is not submitted in writing to be held confidential, that information will also become public after the Notice of Intent to Award is issued.

1.11 Subcontractors

Subcontractors will not be allowed.

1.12 Joint Ventures

Joint ventures will not be allowed.

1.13 Proposer's Certification

By signature on the proposal, Proposer certifies that they comply with the following:

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;

- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any Proposer fails to comply with [a] through [h] of this paragraph, the City reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

1.14 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the City of Wasilla or formerly employed by the City of Wasilla within the past two years) and, if so, the nature of that conflict. The City of Wasilla reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proposer. The Mayor's determination regarding any questions of conflict of interest shall be final.

1.15 Solicitation Advertising

Public notice has been provided in accordance with WMC 5.08.110.

1.16 Assignment

The Proposer may not transfer or assign any portion of the contract without prior written approval from the Purchasing Officer.

1.17 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

1.18 Federal Requirements

The Proposer must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

2.02 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the City's request in accordance with WMC 5.08.120.

2.03 Supplemental Terms and Conditions

Proposals must comply with Section 1.08 Right of Rejection. However, if the City fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the City's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if the City's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.04 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the Purchasing Officer or the Proposal Evaluation Committee (PEC) are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Purchasing Officer or the PEC may be adjusted as a result of a clarification under this section.

2.05 Discussions with Proposers

The City may conduct discussions with Proposers in accordance with WMC 5.08.120. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the Purchasing Officer. Discussions will only be held with Proposers who have submitted a proposal deemed reasonably susceptible for award by the Purchasing Officer. Discussions, if held, will be after initial evaluation of proposals by the Purchasing Officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Purchasing Officer may set a time for best and final proposal submissions from those Proposers with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If a Proposer does not submit a best and final proposal or a notice of withdrawal, the Proposer's immediate previous proposal is considered the Proposer's best and final proposal.

Proposers with a disability needing accommodation should contact the Purchasing Officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the Proposer.

2.06 Evaluation of Proposals

Proposals will be reviewed by the Proposal Evaluation Committee (PEC); consisting of three (3) City employees. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

At the completion of the proposal review, the PEC may elect to invite the top scoring proposer(s) to make a presentation at no cost to the City. The City may request best and final offers. Based on the presentation and the best and final offers, if requested, the committee will select the proposal that best fulfills the City's requirements. The final contract will be presented for City Council approval.

2.07 Vendor Registration Form

A valid vendor registration form must be submitted to the Purchasing Officer within five days of the request.

2.08 F.O.B. Destination

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the Wasilla City Limits.

2.09 Contract Negotiation

After final evaluation, the Purchasing Officer may negotiate with the Proposer of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked Proposer fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and negotiate with the Proposer of the next highest-ranked proposal.

The contract negotiations will take place in Wasilla, Alaska. The Proposer will be responsible for their travel and per diem expenses.

2.10 Failure to Negotiate

If the selected Proposer:

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the Proposer and the City, after a good faith effort, simply cannot come to terms,

the City may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest ranked Proposer.

2.11 Formula Used to Convert Cost to Points

The distribution of points based on cost will be determined as set out in this section. The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below.

Formula Used to Convert Cost to Points

Convert cost to points using this formula.

$$\frac{[(\text{Cost of Lowest Proposal}) \quad \times \quad (\text{Maximum Points for Cost})]}{(\text{Cost of the Evaluated Proposal})} = \text{POINTS}$$

The RFP allotted 30% (30 points) for cost.

2.12 Notice of Intent to Award (NIA) — Proposer Notification of Selection

After the completion of contract negotiation the Purchasing Officer will issue a written Notice of Intent to Award (NIA) and send copies to all Proposers. The NIA will set out the names of all Proposers and identify the proposal selected for award.

2.13 Protest

If a Proposer wishes to protest the content of a solicitation, the protest must be received, in writing, by the Purchasing Officer at least five days prior to the deadline for receipt of proposals.

Any Proposer who is aggrieved in connection with the award of a contract may protest to the Purchasing Officer or Director of Finance. Protests must be submitted in writing within five working days after the NOI has been issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- a. the name, address, and telephone number of the protester;
- b. the signature of the protester or the protester's representative;
- c. identification of the contracting agency and the solicitation or contract at issue;
- d. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by email are not acceptable. Faxed copies containing a signature are acceptable.

The Purchasing Officer or Director of Finance will issue a written response to the protest. The response will set out their decision and contain the basis of that decision within five business days of receipt of protest, unless the protestor is notified that more time is required. A copy of the decision will be furnished to the protester by certified mail, fax, or another method that provides evidence of receipt.

All Proposers will be notified of any protest. The review of protests, decisions of the Purchasing Officer, and appeals, will be conducted in accordance with the City of Wasilla's Purchasing Policies and Procedures.

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Approval

This RFP does not, by itself, obligate the City. The City's obligation will commence when the contract is approved by the Mayor. Upon written notice to the contractor, the City may set a different starting date for the contract. The City will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the City.

3.02 Standard Contract Provisions

The Proposer will be required to sign and submit the attached City of Wasilla contract form for Professional Services upon contract award (attached). The Proposer must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Purchasing Officer. Objections to any of the provisions in this attachment must be set out in the Proposer's proposal.

3.03 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

3.04 Additional Terms and Conditions

The City reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.05 Insurance Requirements

The successful Proposer must provide proof of workers' compensation insurance prior to contract approval.

The successful Proposer must secure the insurance coverage required by the City. A Proposer's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Proposer's must review the insurance requirements on the sample contract form attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval by the Purchasing Officer. Objections to any of the requirements must be set out in the Proposer's proposal.

3.06 Contract Funding

Approval or continuation of a contract resulting from this RFP Process is contingent upon legislative approval.

3.07 Contract Payment

No payment will be made until the contract is approved by the Mayor or the Mayor's designee. Under no conditions will the City be liable for the payment of any interest charges associated with the cost of the contract.

The City is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

3.08 Contract Personnel

Any change of the primary contact in the proposal must be approved, in advance and in writing, by the City Clerk. Personnel changes that are not approved by the City may be grounds for the City to terminate the contract.

3.09 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

3.10 Nondisclosure and Confidentiality

Proposer agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The Proposer shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the Proposer with all applicable federal and state law, including the Social Security Act and HIPAA. The Proposer must promptly notify the City in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the City or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by City of Wasilla classification and categorization guidelines provided by the City to the Proposer or a Proposer's agent or otherwise made available to the Proposer or a Proposer's agent in connection with this contract, or acquired, obtained or learned by the Proposer or a Proposer's agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the Proposer pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the Proposer may disclose the confidential information after providing the City with written notice of the requested disclosure (to the extent such notice to the City is permitted by applicable law) and giving the City opportunity to review the request. If the Proposer receives no objection from the City, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the Proposer must be provided to the City within a reasonable time after the Proposer's receipt of notice of the requested disclosure and, upon request of the City, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

The City of Wasilla is a first-class City incorporated in 1973 under Title 29 of the Alaska State Statutes. City code establishes a June 30 fiscal year end. The City operates under a strong mayoral system with six council members and approximately 140 fulltime employees, with three union contracts and non-represented employees. The City provides a range of municipal services, including administration, public safety, public works, library, parks and recreation, multi-use sports center, water and sewer utilities, and municipal airport. The City serves an area of approximately 13 square miles and serves the resident population of 8,800 in addition to the estimated 80,000 adjacent Mat-Su Borough residents who patronize the Wasilla businesses. The City has a 2.5 percent sales tax rate and it is a major source of revenue to fund government services.

SECTION FIVE SCOPE OF WORK

5.01 General Information

The City of Wasilla is requesting proposals from qualified professional law firms to serve as the City's General Legal Counsel. As the City continues to grow in population, tourism, land area, and employment, challenges will undoubtedly arise. To address these issues in the most prudent, productive, and fiscally responsible manner, a long-term relationship with a well-established law firm is imperative. The FY 2019 budget amount for legal services for the City of Wasilla was \$105,000.

5.02 Scope of Work

- Provide legal counsel for the City of Wasilla on issues that routinely come up in normal day to day operations. The City may find that, from time to time, there are special circumstances that require outside legal counsel.
- Prepare legal documents such as deeds, easements, ordinances, resolutions and legal opinions as needed. Provide representation in court, negotiate on the City's behalf and handle other legal matters that may arise.
- Be accessible for consultation as needed.
- Draft opinion letters regarding; among other subjects, the interpretation of the City code, state and federal laws, and policies.
- Perform other duties as may be prescribed for the firm by ordinance or by direction of the City.
- The successful firm must work effectively with the Mayor, City Council, City Staff, and with other public agencies with which the City has legal relations.
- The firm will be required to assist with all appeals as provided per Wasilla Municipal Code.
- The City's primary areas for legal counsel are under general government, human resources, finance department, planning department and public safety.

5.03 Minimum Requirements

- The company must have a minimum of five (5) years professional experience as legal counsel for an entity such as a city, municipality, borough or state government.
- The firm must be a member in good standing of the State of Alaska Bar Association.
- The firm must be experienced and proficient in matters affecting the City, to include without limitation, federal and state constitutional law, federal and state non-constitutional law, Alaska Statue Title 29, Matanuska-Susitna Borough Code, and Wasilla Municipal Code.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

The City discourages overly lengthy and costly proposals, however, in order for the City to evaluate proposals fairly and completely, Proposers must follow the format set out in this RFP and provide all information requested in no more than 10 pages (excluding letter of transmittal and resumes).

6.02 Transmittal Letter

The letter should describe the Proposer's understanding of the scope of work, the commitment to perform the work within the time period, a statement as to why the proposer believes itself to be best qualified to perform the services. The letter must be signed by the individual(s) authorized to negotiate with the City and sign legally binding contracts on the Proposer's behalf.

Proposals must include the complete name and address of proposer's agency and the name, mailing address, telephone number, and email address of the person the City should contact regarding the proposal.

Proposals must confirm that the Proposer will comply with all provisions in this RFP. A Proposer's failure to include these items in the proposals may cause the proposal to be deemed non-responsive and the proposal may be rejected.

6.03 Detailed Proposal

Proposers must provide comprehensive narrative statements that illustrate their understanding of the requirements of the RFP and the RFP's schedule.

- Provide a general overview and brief history of your organization, including customer service philosophy, parent and/or subsidiary companies, and the number of employees.
- Provide the address of the primary office that will service the account.
- Disclosure of 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. **This is a mandatory disclosure.**
- Has the firm ever been engaged under contract with a union? If "yes," specify when, for what duties, and for which union.
- Describe the firm's direct experience in providing similar services for other governmental agencies, specifically local government agencies located in Alaska. Please include the number of public agencies you have as clients.
 - In particular, the City is interested in the firm's caseload over the past 10 years in the following areas of law: municipal zoning, police liability, ordinance prosecution, land use appeals, civil rights, premises liability, public employment labor law, condemnation, pension and tax matters, ordinance drafting, and contracts.
- Provide detailed professional and educational qualifications of the primary attorney proposed for the City. Include quality, depth and range of experience(s) and expertise with representation of a small municipal government.
- Describe your firm's legal approach and general organizational structure. Include; at a minimum, identification of principal counsel, supervising counsel and staff to be assigned to address specific matters, and identification of available resources.
- Describe your communication process and escalation process.

6.04 Personnel

- Provide detailed professional and educational qualifications of the primary attorney proposed for the City. Include quality, depth and range of experience(s) and expertise with representation of a small municipal government including the following areas of law: municipal zoning, police liability, ordinance prosecution, land use appeals, civil rights, premises liability, public employment labor law, condemnation, pension, sales tax matters, ordinance drafting, and contracts.
- Provide the resume(s) of key personnel involved in providing services to the City of Wasilla. Describe their relationship with the company and their specific experience they can use to benefit the City.
- Describe your policy on changing the primary contact person on this account.

6.05 References

Please provide three (3) references that are of similar size and scope of service as the City's, preferably government agencies located in Alaska.

6.06 Cost

The cost proposal should be submitted in a sealed envelope separate from the technical proposal. Only one (1) copy is needed and will be scored by the Purchasing Officer.

Proposals should state:

- Hourly rates for each level of attorney assigned to the contract (primary attorney and key personnel in section 6.04), and anticipated level of involvement for each attorney as a percentage of the contract.
- Hourly rates for each level of attorney assigned to travel to the City at 290 E. Herning Avenue, Wasilla, Alaska.
- Total annual cost for travel time to attend 24 Council meetings per year at 290 E. Herning Avenue, Wasilla, Alaska 99654.
- Any other costs not listed.

SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

7.01 Evaluation and Scoring Process

Points	Percent	Section	Evaluation Criteria	Scoring Method
70	70%	7.02-7.04	Technical Proposal	Scored by Proposal Evaluation Committee
30	30%	7.05	Cost Proposal	Scored by Contracting Officer
100	100%		Totals	

Proposals will be reviewed and scored based on the evaluation process set below. All proposals will be reviewed to ensure they are responsive and responsible.

7.02 Approach and Methodology (30 Percent)

The proposal demonstrates an understanding of the core business requirements referenced in Section 5 and addresses the specific information requested in Section 6. The submitted proposal should be tailored to the outline of the RFP. The methodology should demonstrate familiarity with executing this type of contract and should identify areas where the proposer can add value. The approach should be used to suggest innovations that can be applied by the city to help minimize risk and expense.

7.03 Experience and Qualifications (30 Percent)

The proposal demonstrates financial strength, stability, security, depth of services, effective use of technology and quality control services. Experience, expertise, and qualification of the primary attorney and key personnel that would be assigned to the City as requested in Section 6.04, and the firm’s commitment to continuity in staffing covered under the RFP. The overall presentation and professionalism demonstrated in the written proposal will be evaluated.

7.04 References (10 percent)

References are relevant based on industry, size of the organization. Minimum of three references required, with a maximum of five.

7.05 Contract Cost (30 Percent)

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.11.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

Technical Proposal:

1. Proposal Checklist (A)
2. Proposal Coversheet (B)
3. Proposer's Certification (C)
4. Conflict of Interest (D)

Cost Proposal:

1. Sealed and Packaged Separately per Section 6.06

Other Attachments:

1. Standard Contract Form