

**CITY OF WASILLA
ORDINANCE SERIAL NO. 09-05**

AN ORDINANCE OF THE WASILLA CITY COUNCIL AMENDING THE FISCAL YEAR 2009 BUDGET BY APPROPRIATING \$75,000 TO THE CAPITAL IMPROVEMENT FUND FROM THE COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT AND FROM THE CAPITAL RESERVE FUND TO FUND THE COMPREHENSIVE PLAN.

Section 1. Classification. This is a non-code ordinance.

Section 2. Purpose. To transfer and appropriate \$65,000 from the Capital Reserve Fund and \$10,000 from the Economic Development Department to fund the Comprehensive Plan in the amount of \$75,000.

Section 3. Appropriation. Funds are appropriated to the following accounts:

110-4181-499.45-01	Comprehensive Plan Update	\$75,000
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Section 4. Sources of funds.

001-4610-461.30-34	Professional Services - Other	\$10,000
250-4990-499.99-11	Interfund Transfer – CIP Fund	\$65,000

Section 5. Effective date. This ordinance shall take effect upon adoption of the Wasilla City Council.

ADOPTED by the Wasilla City Council on January 12, 2009.


VERNE E. RUPRIGHT, Mayor

ATTEST:



KRISTIE L. SMITHERS, MMC, City Clerk

[SEAL]

PASSED UNANIMOUSLY: Cox, Holler, Harris, Hall and Woodruff



**CITY OF WASILLA
LEGISLATION STAFF REPORT**

RE: ORDINANCE 09-05

AN ORDINANCE OF THE WASILLA CITY COUNCIL AMENDING THE FY2009 BUDGET BY APPROPRIATING \$75,000 TO THE CAPITAL IMPROVEMENT FUND FROM THE ECONOMIC DEVELOPMENT DEPARTMENT AND FROM THE CAPITAL RESERVE FUND TO FUND THE COMPREHENSIVE PLAN.

Agenda of: December 8, 2008
Originator: Troy Tankersley, Controller

Date: November 25, 2008

Route to:	Department	Signature/Date
X	Chief Financial Officer	<i>Clayton</i> 11/26/08
X	Deputy Administrator Planning, Economic Development, Human Resources	<i>Marjorie</i>
X	City Clerk	<i>Tomina</i>

REVIEWED BY MAYOR VERNE E. RUPRIGHT:

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

Account name/number: 110-4181-499.45-01 Comprehensive Plan Update
 001-4610-461.30-34 Professional Services – Other
 250-4990-499.99-11 Interfund Transfers – CIP Fund

SUMMARY STATEMENT: During the FY2009 budget process, the Comprehensive Plan was postponed to the FY2010 budget year for \$100,000. The Mayor’s office wishes to begin the Comprehensive Plan Update in the FY2009 budget year and is requesting \$75,000 be budgeted for in the Capital Improvement Fund for this purpose.

Contingent upon passage of Ordinance 09-02: “An ordinance of the City of Wasilla, Alaska amending the FY-09 Budget by appropriating \$259,046 to the Capital Reserve Fund from the General Fund’s Fund Balance per Wasilla Municipal Code 5.04.025.” the Capital Reserve Fund would have sufficient funds to cover \$65,000 of total \$75,000 being requested. It is intended to transfer these funds to the Capital Improvement Fund, Comprehensive Plan Update.

During Council’s adoption of the FY2009 Budget, the Economic Development Department had budgeted \$10,000 for the purpose of starting the Comprehensive Plan Update. It is intended to transfer these funds to the Capital Improvement Fund, Comprehensive Plan Update.

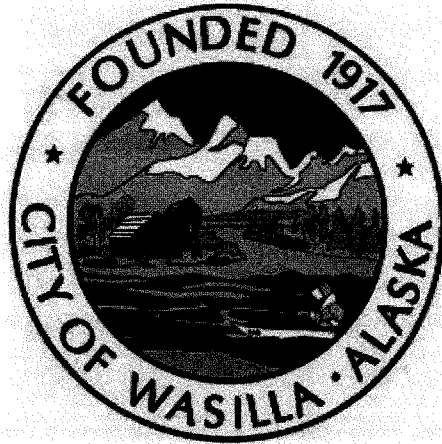
It is the Finance Departments recommendation to approve this transfer to support the budget necessary in FY2009 to begin the Comprehensive Plan Update.

CITY OF WASILLA

• Purchasing •

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

• Telephone 907-373-9010 • Fax 907-373-9011 •



REQUEST FOR PROPOSAL

No. 0708-0-2009/AG

Comprehensive Plan Update

The City is requesting proposals from qualified firms to update the City's 1996 Comprehensive Plan. Estimated value of the contract is \$150,000.

RELEASE DATE

December 15, 2008

SUBMISSION DEADLINE

January 30, 2009 @ 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:

Archie Giddings, Public Works Director

(907) 373-9010

See Section 6, for instructions on submitting proposals.

See Section 9, Submission Checklist.

RFP No. 0708-0-2009/AG

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8. Submission Checklist

Attachment A

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

Attachment B

Certification of indemnification and compliance with terms and condition of RFP primary Company.

Attachment C

Reference Questionnaire

Attachment D

Contract for Professional Services

Attachment E

City of Wasilla 1996 Comprehensive Plan

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. RFP GENERAL INFORMATION

The City of Wasilla (hereinafter referred to as the "City") is seeking proposals from qualified planning consultants. It is the intention of the City through this solicitation to enter into a contract with a consulting firm to update the City's 1996 Comprehensive Plan. The City reserves the right to enter into other planning contracts when deemed to be in its best interest. This Request for Proposal (RFP) for planning services is restricted to the City only and proposals with respect to other agencies or projects will not be accepted. Any consulting firm licensed to conduct business in the State of Alaska may submit a proposal.

Firms interested in submitting a proposal to provide professional services shall provide evidence in their Statement of Qualifications that:

- 1.1. They have previous experience providing similar services for government entities.
- 1.2. They have staff and resources available to perform requested services as needed.
- 1.3. They are capable of performing required services on time.

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>Claims</i>	Damages, liability, losses, costs and expenses, court costs, reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnification obligation.
<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 company 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

3.1 Consultant will accomplish the following objectives:

- 3.1.1 Plan and conduct an innovative and extensive public participation program, developing a high level of communication between the consultants, city staff and the citizens of the community that will result in an updated Comprehensive Plan;
- 3.1.2 Provide an analysis of local conditions within the municipal boundary and the proposed annexation areas of the City of Wasilla and potential changes to the 1996 Comprehensive Plan and City ordinances that are needed to implement the current community's vision for the City;
- 3.1.3 Outline a policy framework for decision-making that will ultimately achieve the community's vision for the future of the City and that includes the following elements:
 - 3.1.3.1 Community Vision
 - 3.1.3.2 Goals and Objectives
 - 3.1.3.3 Existing Conditions
 - 3.1.3.4 Population Projections
 - 3.1.3.5 Growth and Annexation Plan
 - 3.1.3.6 Housing Plan
 - 3.1.3.7 Transportation Plan
 - 3.1.3.8 Economic Development Plan
 - 3.1.3.9 Public Facilities and Infrastructure Plan
 - 3.1.3.10 Implementation Strategies

3.2 Consultant's Responsibilities:

- 3.2.3 The City expects the Consultant to take primary responsibility for the execution of the public involvement process and to collaborate with the city staff to develop policy frameworks for relevant topics. This project requires a process that encourages maximum participation by the community and the City is seeking an innovative process that will generate public interest and credibility in updating the Comprehensive Plan. The public involvement plan should include a combination of charettes and public workshops facilitated by the Consultant. The Consultant will prepare charrette and workshop materials that engage the public through illustrations, diagrams, pictures, and maps that will help refine the community's vision for the study areas.
- 3.2.4 In addition to analyzing current conditions in the City, the comprehensive plan should incorporate goals and objectives that evolve from community workshops in the City to formulate a quantifiable means of measuring the progress in achieving the stated community vision. The consultant will examine current city codes and ordinances to identify sections that may conflict with the community's vision.
- 3.2.5 After the comprehensive planning team has settled on its specific recommendations and priorities, the consultant will prepare a draft comprehensive plan that details these recommendations. The action plan will organize recommendations into logical

categories and provide specific language to implement each recommendation, with the level of detail varying according to the type of recommendation and an estimate of the cost to undertake any capital project needed to implement the strategy (including recommendations on obtaining financing/ suggested funding sources).

3.2.6 The Consultant will prepare reports and presentations for at least two meetings of the Wasilla Planning Commission and one joint meeting of the City Council and Planning Commission.

3.3 Study Area

3.3.3 *The City of Wasilla:* The current municipal boundary encompasses 13.4 square miles spread over 8,593 acres.

3.3.4 *Future Annexation Study:* areas which may be annexed into the City to achieve desired goals and policies of the Comprehensive Plan.

3.4 Major Products:

3.4.3 Handouts, maps, graphics and/or other materials for community meetings;

3.4.4 Renderings of concepts brought forward during workshops, focus groups, charettes, stakeholder and other meetings;

3.4.5 Meeting summaries;

3.4.6 Reports on long range strategic vision for the City including prioritized list of community goals, action plan to implement the vision, a description of the basis for priorities and identification of other agencies whose support will be necessary to achieve the community vision, and recommended funding sources for capital projects;

3.4.7 Review Draft of Comprehensive Plans (10 hard copies and 1 electronic copy) for presentation to the Planning Commission;

3.4.8 Final Comprehensive Plan (20 hard copies and 1 electronic copy) for presentation to a joint meeting of the City Council and Planning Commission and which includes or considers and completes existing partially completed work already performed on the Area Plans and Parks Master Plan.

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. If you propose to team with another firm, please provide the same information requested in this Statement for that firm. 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) 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 firm and all assigned key professional staff are properly licensed to practice in the state of Alaska.

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 Interest and Qualifications**

4.3.1. Firm Organization - The proposal should clearly state the size of the proposer's firm, the size of the firm's staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. If the firm is a joint venture or conglomerate, the qualifications of each firm comprising the joint venture or conglomerate should be separately identified, and the individual that is to serve as the primary contact with the City should be noted. Included in this section shall be company background/history and why firm is qualified to provide the services described in this RFP. In addition, the length of time firm has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.

4.3.1.1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. *Prior to execution of a contract for the services outlined in this RFP, the successful proposer must become duly qualified to do business in the City of Wasilla by acquiring a City of Wasilla business license.*

4.3.1.2. 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.**

4.3.1.3. Location(s) of the company offices and location of the office servicing any City of Wasilla account(s).

4.3.1.3.1. Location(s) from which employees will be assigned.

4.3.2. State whether the firm has been engaged under contract by any State or Municipal agency located within the State of Alaska during the last two (2) years. If "Yes," specify when, for what duties, and for which agency.

4.3.3. 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?

4.3.4. Firm Experience - The proposer's demonstrated experience, abilities, and past performance in government planning – be specific. Please list any other information that relates directly to the proposer's ability to perform the requested services. In particular, the City is interested in similar engagements with other municipalities and government agencies. Indicate the scope of work, date, and the name and telephone number of the client contact.

4.3.4.1. State the number of years of experience providing planning services to government entities.

4.3.4.2. State the number and type of staff that will work on the project and their time commitment to the project if selected.

4.3.4.3. Provide a list of comparable municipal agencies currently contracted by your firm.

4.3.4.4. Contractor is required to submit a completed Form W-9 with his or her proposal.

4.3.5. Firm Personnel - The proposal shall identify the key personnel of the firm who would be involved in providing services to the City of Wasilla. Describe their relationship with the firm, their experience in municipal planning, their education, professional certifications and their years of service to the firm. Identify their role in this engagement.

4.3.5.1. Your proposal must include resumes for key staff to be responsible for performance of any contract resulting from this RFP.

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

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

4.5. Methodology

4.5.1. Provide a detailed description outlining the firm's approach to providing the above described planning services and the value your firm can add to the City.

4.5.2. Describe the philosophy of the firm and the employee(s) to be assigned to the City.

4.5.3. State how you intend to service the City of Wasilla account.

4.6. References

Firms shall provide a minimum of three (3) client references – all shall be a state, county, borough or local government client - with whom they have provided planning services within the last two years. **Firms are required to submit Attachment B, 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.

5. SUBMITTAL INSTRUCTIONS

5.1. Proposers shall carefully review this RFP for defects and questionable or objectionable materials. Proposer's 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 pre-proposal conference date and time noted below.

5.2. RFP Timeline

Task	Date/Time
RFP Release	December 15, 2008
Pre-proposal conference (not mandatory) City Hall Council Chamber 290 E. Herning Avenue Wasilla, AK 99654	January 14, 2009 @ 2:00 p.m.
Deadline for submission	January 30, 2009 @ 2:00 p.m.
Evaluation period	February 2 - 13, 2009
Contract Negotiation	February 16 – 20, 2009
Selection/Announcement of Successful Proposer	February 23, 2009
Presentation to City Council for Approval	March 9, 2009
Commence Work	March 10, 2009

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.

5.3. **Submittals**

Proposers shall submit one (1) original proposal marked "MASTER" and five (5) 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.: 0708-0-2009/AG
PROPOSAL SUBMISSION DEADLINE: January 30, 2008
FOR: Comprehensive Plan Update

5.4. **Receipt**

Proposals must be received at the above-referenced address no later than 2:00 p.m., Alaska Time, January 30, 2009 or they WILL NOT BE ACCEPTED. Proposers may submit their proposal any time prior to the above stated deadline.

5.5. **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.

5.6. **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.

5.7. **Format Order**

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. 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.

5.8. **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.

5.9. **City Contact**

For purposes of addressing questions concerning this RFP, the sole contact will be the Public Works Director. 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.

5.10. **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.

5.11. **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.

5.12. **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.

5.13. **Changes**

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

5.14. **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.

6. PROPOSAL EVALUATION AND AWARD PROCESS

6.1. 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:

6.1.1. Methodology/Approach – 20 points

The methodology and approach should describe the philosophy that will be used in servicing the City's requirements and in demonstrating innovation and thinking outside the box. 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 innovation that can be applied by the City to help minimize expense while maximizing benefits.

6.1.2. Key Personnel Experience – 20 points

Experience of key personnel including the number of years providing planning services, education, professional certifications, number of years with the firm, and examples of similar planning efforts.

6.1.3. Firm Experience – 15 points

Experience of the firm including number of years providing planning services for government entities and examples of similar planning efforts.

6.1.4. Public Involvement Plan – 15 points

Experience of the firm or team in soliciting public participation, including examples of similar public involvement efforts.

6.1.5. Time Commitment to the Project – 10 points

Review of current and potential time commitments of proposed staff to all clients.

6.1.6. Quality of Proposal – 10 points

Based upon the written proposal of each firm. Is it clearly written? Does it conform to the stipulations of Section 6.7 and 6.8.?

6.1.7. Geographic Location – 5 points

5 points will be assigned if project manager's office is within 25 radial miles of Wasilla City Hall, 4 points if within 50 radial miles, 3 points if within 75 radial miles, 2 points if within 100 radial miles, and 1 point if outside 100 miles.

6.1.8. Reference Questionnaire Responses – 5 points

Points will be awarded for each reference questionnaire received up to a maximum of two responses. 2.5 points for each positive questionnaire received will be awarded.

Proposals shall be kept confidential until a contract is awarded.

6.2. The City may notify finalists and request that they prepare for an oral presentation to the City of Wasilla. During the Oral Presentation, firms 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 vendor. These questions will be submitted to the vendor in advance and the vendor shall respond to these questions in writing and orally at the Oral Presentation. The City may also ask additional questions at the Oral Presentation and the finalists may be asked to provide their response in writing within five days of the conclusion of the Oral Presentation.

- 6.3. 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.
- 6.4. Respondents may be asked to further explain or clarify, in writing, areas of their proposal before or during the evaluation process. 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.
- 6.5. The City will negotiate with the respondent receiving the highest rating as determined by the total points assigned by all members of the evaluation committee. If such negotiations are not successful, the City will then negotiate with the respondent receiving the next highest overall rating. Negotiations shall be confidential and not subject to disclosure to competing companies unless and until an agreement is reached.
- 6.6. A Notification of Intent to Award shall be issued in accordance with WMC 5.08.120 and 5.08.160.
- 6.7. Any contract resulting from this RFP shall not be effective unless and until approved by the Mayor and/or City Council (WMC 5.08.070).

7. TERMS, CONDITIONS AND EXCEPTIONS

- 7.1. This procurement is being conducted in accordance with WMC Title 5.08.
- 7.2. 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.
- 7.3. The City reserves the right to waive informalities and minor irregularities in proposals received.
- 7.4. The City reserves the right to reject any or all proposals received prior to contract award (WMC 5.08.170).
- 7.5. 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).

- 7.6. 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.
- 7.7. 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.
- 7.8. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 7.9. 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.
- 7.10. 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.
- 7.11. 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.
- 7.12. 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 proprietary information to be held confidential, each page shall be marked and an explanation furnished of its proprietary 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.
- 7.13. 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.
- 7.14. 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.

- 7.15. **Insurance Requirements:** See Attachment D – Contract, Section 16. 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. 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 Requirements 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, with the assistance of the State of Alaska Division of Insurance, shall be the sole and final judge as to the adequacy of any form of insurance coverage.
- 7.16. The City will not be liable for Federal, State, or Local excise taxes.
- 7.17. Execution of Attachment A 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.
- 7.18. 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.
- 7.19. 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.
- 7.20. 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.
- 7.21. 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.
- 7.22. Supplies, services or equipment will not be purchased from companies that are known to be in violation of Wasilla Municipal Code without prior written approval from the Mayor per Administrative Policy No. 02-04.

7.23. 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.

8. 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:

- 8.1. Attachment A of this RFP completed, signed, and notarized – this MUST be the first page of your proposal.
- 8.2. Proposers Attachment B signed with confidentiality/exceptions noted.
- 8.3. Completed Form W-9.

Attachment A
PROPOSAL CERTIFICATION

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

Proposers 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.

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. 0708-0-2009/AG

Comprehensive Plan Update

CAUTION:

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

The undersigned, as Proposer, 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 Proposer proposes and agrees, if the proposal is accepted, that Proposer 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 Proposer 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 _____, Proposer 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 _____, Proposer hereby certifies that it accepts, in substantial conformity, all contract terms and conditions in *SECTION 16, INSURANCE SCHEDULE*.

By initialing this space _____, Proposer 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 Proposer's proposal, the secured electronic copy of these documents maintained by the City shall control and take precedence.

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

By initialing this space _____, Proposer 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 _____, Proposer 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 Proposer 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 B
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 _____

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 _____ NO _____ SIGNATURE _____
Company Officer

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

EXCEPTION SUMMARY FORM

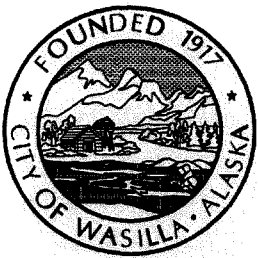
RFP SECTION NUMBER	RFP PAGE NUMBER	PROPRIETARY INFORMATION AND/OR EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attachment C

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 907-373-9010 • Fax 907-373-9011 •

RFP # 0708-0-2009/AG 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 agiddings@ci.wasilla.ak.us, no later than January 30, 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 Public Works Director by telephone (907) 373-9010 or by e-mail agiddings@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 Proposer's knowledge and expertise?

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

COMMENTS:

1. 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 D
CONTRACT FOR PROFESSIONAL SERVICES

A Contract Between

City of Wasilla
290 E. Herning Avenue
Wasilla, AK 99654
Ph. (907) 373-9010 Fax (907) 373-9011

And

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

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 _____ thru _____, unless sooner terminated by either party as specified in paragraph (9).
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:
 - a. **ATTACHMENTS:**
 - i. CITY XXX
 - ii. PROPOSER XXX
 - iii. PROPOSER XXX
6. **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 pages ___ and will be paid _____. 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.
7. **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.
8. **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.

9. 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.

10. 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).

11. 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 \$175 per hour for City-employed attorneys. The City may set off consideration against any unpaid obligation of Contractor to any City agency.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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. 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:
 1. Bodily Injury by Accident - \$100,000 per accident
 2. Bodily Injury by Disease - \$100,000 per employee
 3. Bodily Injury by Disease - \$500,000 policy limit
 - 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. \$2,000,000 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: \$1,000,000 per claim/\$1,000,000 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, automobile and umbrella/excess 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.
 1. **Policy Cancellation:** Except for twenty (20) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without sixty (60) 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 above.

- 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.
 - 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 document(s) to the 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. **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying 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 City address (ATTN: PURCHASING OFFICER) identified on page one of the contract.**
 - 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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.

23. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:
- a. 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.
 - b. 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.
 - c. 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.)
24. **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:
- a. Any federal, state, City or local agency, legislature, commission, council or board;
 - b. Any federal, state, City or local legislator, commission member, council member, board member, or other elected official; or
 - c. Any officer or employee of any federal, state, City or local agency; legislature, commission, council or board.
25. **WARRANTIES.**
- a. **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.
 - b. **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 multicentury formulas and data values and date data interface values that reflect the century.
26. **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.
27. **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.
28. **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:

Verne E. Rupright, Mayor

Date

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

Notary Public for the State of _____

My commission expires _____