

CITY OF KLAWOCK

The City of Klawock is seeking proposals from qualified offerors to update the Klawock Community Comprehensive Plan

CHECKLIST

RFP Planning Consultant

IMPORTANT NOTE TO OFFERORS: Offeror's are not required to complete and return this form, however they are *highly encouraged* to do so. Submission of this form does not guarantee responsiveness.

Offeror _____

Per section 2.12, evidence that the offeror holds a valid Alaska business license.

Evidence is provided on page ____.

Per section 1.04, the budget does not exceed \$50,000.

Evidence is provided on page ____.*

* This total should include all costs associated with the completion of the services and deliverables as required in the RFP.

Per section 2.08, evidence that the offeror meets the minimum prior experience requirements.

A minimum of 5 years experience working in the field of community comprehensive planning;

Evidence is provided on page ____.

A minimum of 3 years experience developing community comprehensive plans in Alaska;

Evidence is provided on page ____.

A minimum of 3 years experience developing the State of Alaska elements and typical update segments of the community comprehensive plan;

Evidence is provided on page ____.

A minimum of 5 years experience developing surveys for community comprehensive plans; this would include surveys used to evaluate specific aspects of a community comprehensive plan or special surveys designed to address a particular research question in a community comprehensive plan;

Evidence is provided on page ____.

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A minimum of 5 years experience working with complex survey data, especially data Economic Development, Capital Improvement, Transportation, Infrastructure and Land Use surveys;

Evidence is provided on page _____.

A minimum of 5 years experience working with and presenting plan findings to municipal governments, committees, advocates and the public;

Evidence is provided on page _____.

A minimum of 5 years experience in the creation and involvement of an external committee, the purpose of which is to advise a municipal governing council about planning methods and results;

Evidence is provided on page _____.

Demonstration of qualifications and experience assisting municipal governments in the development of a comprehensive community plan.

Evidence is provided on page _____.

Note: This checklist consists of 2 pages.



CITY OF KLAWOCK
Post Office Box 469
Klawock, Alaska 99925

Request For Proposals

RFP Planning Consultant

Project Name: Klawock Community Comprehensive Plan Update

Date of Issue: December 10, 2005

The City of Klawock is seeking proposals from qualified offerors for the services of a community comprehensive planning consultant.

Offerors Are Not Required To Return This Form.

Important Notice: If you received this solicitation from the City of Klawock's web site, you must register with the City Administrator listed in this document to receive subsequent amendments. Failure to contact the City Administrator may result in the rejection of your offer.

John E. Morris
City Administrator
City of Klawock

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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

Offerors must submit one (1) original copy of their proposal, in writing, to the City Administrator in a sealed envelope. It must be addressed as follows:

City of Klawock
City Administrator
Attention: John E. Morris
Request for Proposal (RFP): Planning Consultant
Project Name: Klawock Community Comprehensive Plan Update
P.O. Box 469
Klawock, Alaska 99925

Proposals must be received no later than 5:00 P.M. Alaska Standard Time December 30, 2005. Fax proposals are not acceptable. Oral proposals are not acceptable. Email proposals are not acceptable.

An offeror's failure to submit a proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

CITY ADMINISTRATOR: John E. Morris - PHONE 907-755-2261 - FAX 907- 755-2403

1.02

Contract Term and Work Schedule

The contract term and work schedule set out herein represent the City of Klawock's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the initial contract will be from February 6, 2006 through August 31, 2006.

The approximate contract schedule is as follows:

Issue RFP	December 9, 2005
Proposals Due	By 5:00 PM on Friday, December 30, 2005
Proposal Evaluation Committee completes evaluation	By January 3, 2006
City of Klawock issues Notice of Intent to Award a Contract	January 6, 2006
City of Klawock issues contract	January 9, 2006
Contract start	February 6, 2006
Contractor work period	February 6, 2006 to August 31, 2006

1.03

Purpose of the RFP

The City of Klawock, City Council is soliciting proposals from qualified offerors for the services of a community comprehensive planning consultant. A contract will be awarded for a six-month period.

1.04

Budget

The City of Klawock, estimates a budget of \$50,000 dollars for the completion of this project. A cost proposal should be provided not to exceed \$50,000 for the entire project. Proposals priced at more than \$50,000 will be considered non-responsive.

1.05

Location of Work

The location(s) the work is to be performed, completed and managed is at the contractor's worksite and the City of Klawock. The City of Klawock will provide work space for the contractor at the City of Klawock. The contractor must provide its own work space at the contractor's worksite.

The contractor should include in their cost proposal: transportation, lodging and per diem costs sufficient to pay for three multi-day trip(s) to Klawock, Alaska, during the life of the contract. Travel to other locations will not be required.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the State of Alaska. Failure to comply with this requirement may cause the City of Klawock to reject the bid or proposal as non-responsive, or cancel the contract.

1.06

Assistance to Offerors With a Disability

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

1.07

Required Review

Offerors 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 City Administrator at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror'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 City Administrator, in writing, at least ten days before the time set for opening.

1.08

Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the City Administrator. Telephone conversations must be confirmed in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The City Administrator will make that decision.

1.09

Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the City Administrator as having downloaded the RFP from the City of Klawock web site.

1.10

Alternate Proposals

Offerors may only submit one proposal for evaluation.

Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

1.11

Right of Rejection

Offerors must comply with all of the terms of the RFP and all applicable local, state, and federal laws, codes, and regulations. The City Administrator may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the City of Klawock. If an offeror does so, the City Administrator 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 procurement officer.

The City of Klawock reserves the right to refrain from making an award if it determines that to be in its best interest.

1.12

City Not Responsible for Preparation Costs

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

1.13 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the City of Klawock and may be returned only at the City's option. AS 40.25.110 requires public records to be open to reasonable 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, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the City Administrator does so, and if the City Administrator agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.14 Subcontractors

Subcontractors will be allowed.

1.15 Joint Ventures

Joint ventures will not be allowed.

1.16 Offeror's Certification

By signature on the proposal, offerors certify that they comply with:

- (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 offeror 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.

1.17 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., employed by the City of Klawock) and, if so, the nature of that conflict. The Mayor, City of Klawock, reserves the right to 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 offeror. The Mayor's determination regarding any questions of conflict of interest shall be final.

1.18 Right to Inspect Place of Business

At reasonable times, the City of Klawock may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the City of Klawock makes such an inspection, the contractor must provide reasonable assistance.

1.19 Solicitation Advertising

Public notice has been provided.

1.20 News Releases

News releases related to this RFP will not be made without prior approval of the City Administrator.

1.21 Assignment

The contractor may not transfer or assign any portion of the contract without prior written approval from the City Administrator.

1.22 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.23 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.

1.24 Federal Requirements

The offeror 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 offeror to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the opening date.

2.02

Pre-proposal Conference

A pre-proposal conference will not be held. Questions regarding this RFP may be directed to the City Administrator.

2.03

Site Inspection

The City of Klawock may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the City reasonable access to relevant portions of its work sites. Site inspection will be made by individuals designated by the City Administrator at the City's expense.

2.04

Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline 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.

2.05

Supplemental Terms and Conditions

Proposals must comply with Section 1.11 **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.

2.06

Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the City Administrator are permitted with an offeror 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 City Administrator may be adjusted as a result of a clarification under this section.

2.07

Discussions with Offerors

The City may conduct discussions with offerors. 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 City Administrator. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the City Administrator. Discussions, if held, will be after initial evaluation of proposals. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the City Administrator may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

Offerors with a disability needing accommodation should contact the City Administrator 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 offeror.

2.08

Prior Experience

In order for offers to be considered responsive, offerors must meet the following minimum prior experience requirements.

- The contractor is required to have a minimum of 5 years experience working in the field of community comprehensive planning;
- The contractor is required to have a minimum of 3 years experience developing community comprehensive plans in Alaska;
- The contractor is required to have a minimum of 3 years experience developing the State of Alaska elements and typical update segments of the community comprehensive plan;
- The contractor is required to have a minimum of 5 years experience developing surveys for community comprehensive plans; this would include surveys used to evaluate specific aspects of a community comprehensive plan or special surveys designed to address a particular research question in a community comprehensive plan;
- The contractor is required to have a minimum of 5 years experience working with complex survey data, especially data from Economic Development, Capital Improvement, Transportation, Infrastructure and Land Use surveys;

- The contractor is required to have a minimum of 5 years experience working with and presenting plan findings to municipal governments, committees, advocates and the public;
- The contractor is required to have a minimum of 5 years experience in the creation and involvement of an external committee, the purpose of which is to advise a municipal governing council about planning methods and results; and
- The contractor is required to have demonstrated qualifications and experience assisting municipal governments in the development of a comprehensive community plan.

An offeror's failure to include written evidence within their proposal that they meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected. The evidence may be provided for in resumes or details listed regarding the projects worked on that qualify the offeror for experience. It is the City Administrator's responsibility to determine responsiveness and the administrator must be able to determine responsiveness by evidence contained within the proposal.

2.09 Evaluation of Proposals

The City Administrator will evaluate proposals. 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.

2.10 Vendor Tax ID

A valid Vendor Tax ID must be submitted to the City of Klawock with the proposal or within five days of the City of Klawock's request.

2.11 F.O.B. Point

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 State of Alaska.

2.12 Alaska Business License and Other Required Licenses

At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Offerors should contact the Department of Community and Economic Development, Division of Occupational Licensing, P.O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Offerors must submit evidence of a valid Alaska business license with the proposal. An offeror's failure to submit this evidence with the proposal will cause their proposal to be determined non-responsive. Acceptable evidence that the offeror possesses a valid Alaska business license may

- (a) copy of an Alaska business license with the correct SIC code;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; or
- (e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

2.13 Formula Used to Convert Cost to Points

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. In the generic example below, cost is weighted as 60% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

$$\frac{[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})]}{(\text{Cost of Each Higher Priced Proposal})} = \text{POINTS}$$

The RFP allotted 60% (60 points) of the total 100 points for cost.

2.14 Contract Negotiation

After final evaluation, the City Administrator may negotiate with the offeror 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 offeror 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 offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held telephonically or in Klawock, Alaska.

If the contract negotiations take place in Klawock, Alaska, the offeror will be responsible for their travel and per diem expenses.

2.15 Failure to Negotiate

If the selected offeror

- 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 offeror and the City, after a good faith effort, simply cannot come to terms,

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

2.16

Notice of Intent to Award (NIA) — Offeror Notification of Selection

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

2.17

Protest

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a)(7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the City Administrator at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the City Administrator within ten days after the date the Notice of Intent to Award the contract is 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
- (e) the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

Administrator's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protests. The review of protests, decisions of the City Administrator, appeals, and hearings, will be conducted in accordance with the Code of Ordinances and the laws of the State of Alaska.

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

This contract is a firm fixed price contract.

3.02 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 of the City of Klawock. 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.

3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached City's Standard Agreement Form for Professional Services Contracts (Appendix A). The contractor 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 City Administrator. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.04 Proposal as a Part of the Contract

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

3.05 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.

3.06 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval. The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the City of Klawock. An offeror'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.

Offerors must review form Appendix B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the City of Klawock. Objections to any of the requirements in Appendix B1 must be set out in the offeror's proposal.

3.07 Bid Bond - Performance Bond - Surety Deposit

A bid bond, performance bond or surety deposit will not be required.

3.08 Contract Funding

Payment for the contract is subject to funds already appropriated and identified

3.09 Proposed Payment Procedures

The City will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the City Administrator.

3.10 Contract Payment

No payment will be made until the contract is approved by the Mayor of the City of Klawock. 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.

3.11 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the City Administrator. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

3.12 Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the City Administrator. Personnel changes that are not approved by the City may be grounds for the City to terminate the contract.

3.13

Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the City Administrator. The City may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the City Administrator determine that corrections or modifications are necessary in order to accomplish its intent, the City Administrator may direct the contractor to make such changes. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the City to terminate the contract. In this event, the City may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.14

Termination for Default

If the City Administrator determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the City may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the City's termination rights under the contract provisions of Appendix A, attached.

3.15

Liquidated Damages

The City will not include liquidated damages in this contract.

3.16

Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the City Administrator will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The contractor will not commence additional work until the City Administrator has secured any required City approvals necessary for the amendment and issued a written contract amendment, approved by the Mayor of the City of Klawock.

3.17

Contract Invalidation

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

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

Background information concerning this project is as follows;

Klawock is located on the West coast of Prince of Wales, on Klawock Inlet, across from Klawock Island. It is 7 road miles North of Craig, 24 road miles West of Hollis, and 56 air miles West of Ketchikan. Klawock is a Tlingit Indian settlement that was used as a summer fishing camp. The history of Klawock is closely tied to the Tlingit culture and the fishing industry. A trading post and salmon saltery were established in 1868, and a San Francisco firm built the first cannery in Alaska here in 1878. In 1929, Klawock incorporated as a City and a school was constructed.

This project will update an existing Comprehensive Plan adopted in 1985. Attempts to update this plan were last done in 1996 and did not address complete comprehensive plan components. The local economy has changed since completion of the last plan. There has been a decline in timber harvest in the Klawock area and limited entry has decimated the local fishing fleet. Tourism has become more prevalent and developed in recent years. A 250-lot subdivision has been annexed by the City and is in process of being developed. Community infrastructures (water and wastewater systems) have been updated on the treatment side. The water source and distribution and wastewater collection systems have deteriorated due to age and construction with inferior products for soils of the area.

The project will identify the existing condition along with improvements or protection for residents of Klawock as they envision necessary enhancement to their standard of living and traditional lifestyle.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

The plan will provide documentation of the voice of Klawock People in how they envision the development of the city of Klawock for their future. The project will identify existing condition along with improvements or protection for residents of Klawock as they envision necessary enhancement to their stand of living and traditional lifestyle. The plan will provide a guide for city government to utilize and develop public facilities, public health and safety concerns, economic development, capital projects and resources important for the people to sustain a traditional and customary lifestyle.

The contractor will be expected to cooperate with the City of Klawock City Council, Planning and Zoning Commission and staff from the onset of the contract. The contract will consist of the services and deliverables in section 5.02.

5.02 Services and Deliverables

Services and deliverables will consist of, but are not limited to:

1. State of Alaska elements and typical update segments of History, Demographic, Maps and Arial Photos, Land Use, Transportation, and Infrastructure. Also fully address Economic Development, Capital Improvements and Traditional and Customary use of the Klawock River sockeye run harvested and used by the City of Klawock residents.
2. At least monthly, provide expert consultation on each of the Community Comprehensive Plan components through oral and written reports. This should include recommendations for modifications to activities as necessary. Consultation shall include recommendations to the City Council, Planning and Zoning Commission and City staff regarding the programmatic implications of findings.
3. Assist the Klawock City Council, Planning and Zoning Commission and City staff in the development of an advisory committee to certify the methods and results and make recommendations regarding activities when necessary.
4. Facilitate planning meetings in which plan development goals, objectives, and needs are discussed (this can be done through teleconference, as necessary).
5. Assist advisory committee in establish and implement a step-by-step plan to achieve goals set forth in #4. Include in the monthly report describing challenges and progress regarding deliverables 4-5.
6. Provide guidance to the City Administrator on effective advisory committee structure.
7. Attend meetings and teleconferences in which expert evaluation input is needed. Report on the results of these meetings in the monthly reports, or more frequently if needed.
8. Provide consultation on all aspects of the Community Comprehensive Plan development and implementation as needed.
9. Use and build upon City's AutoCAD maps and Tlingit-Haida Regional Housing Authority/Alaska Division of Commerce, Community and Economic Development ArcGIS maps.
10. Printing to include multiple copies of draft text and maps as plan sections are developed; 10 copies of draft plan; 20 copies of final plan, including 2 electronic copies; select laminated wall maps for City Hall and printing concise "summary sheets" for use in obtaining Capital Improvement funding.
11. Conduct three meetings in Klawock to provide technical assistance related to the Community Comprehensive Plan development and presentation.
12. All meetings the contractor will be required to participate in will be via teleconference or will take place during the three multi-day trips to Klawock, Alaska.

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, offerors must follow the format set out in this RFP and provide all information requested.

6.02 Introduction

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

Proposals must confirm that the offeror will comply with all provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

6.04 Methodology Used for the Project

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the City's project schedule.

Offerors should include specific methodologies pertaining to each aspect of the services and deliverables as described in Section 5.02.

6.05 Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the City's project schedule.

Offerors should demonstrate how each service and deliverable of the RFP will be met, during contract period.

6.06 Experience and Qualifications

Offerors must provide evidence that they meet the minimum responsiveness criteria listed in 2.08 Prior Experience, by providing a narrative description of the following, or their proposal will be found non-responsive:

- The contractor is required to have a minimum of 5 years experience working in the field of Community Comprehensive Planning;
- The contractor is required to have a minimum of 3 years experience developing community comprehensive plans in Alaska;
- The contractor is required to have a minimum of 3 years experience developing the State of Alaska elements and typical update segments of the community comprehensive plan;
- The contractor is required to have a minimum of 5 years experience developing surveys for community comprehensive plans; this would include surveys used to evaluate specific aspects of a community comprehensive plan or special surveys designed to address a particular research question in a community comprehensive plan;
- The contractor is required to have a minimum of 5 years experience working with complex survey data, especially data from Economic Development, Capital Improvement, Transportation, Infrastructure and Land use surveys;
- The contractor is required to have a minimum of 5 years experience working with and presenting plan findings to municipal governments, committees, advocates and the public;
- The contractor is required to have a minimum of 5 years experience in the creation and involvement of an external committee, the purpose of which is to advise a municipal governing council about planning methods and results; and
- The contractor is required to have demonstrated qualifications and experience assisting municipal governments in the development of community comprehensive plan.

Offerors must provide a current resume as well as provide three reference names and phone numbers for similar projects the offeror has completed.

6.07 Cost Proposal

The offeror shall provide information on proposed costs to conduct the services and deliverables described in the Management plan. Travel expenses should be identified separately from consulting time.

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, travel costs, administrative costs, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project and profit.

Cost Proposals shall be submitted as a separate document but incorporated into the proposal.

6.08 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out in Section SEVEN.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in City contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

**THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS PROPOSAL IS 100**

7.01 Understanding of the Project (5 Percent);

Proposals will be evaluated against the questions set out below:

- [a] Has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] Has the offeror demonstrated an understanding of the services and deliverables the City expects it to provide?
- [d] Has the offeror demonstrated an understanding of the City's time schedule and can meet it?

7.02 Methodology Used for the Project (5 Percent)

Proposals will be evaluated against the questions set out below:

- [a] Does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- [b] Does the methodology match and achieve the objectives set out in the RFP?
- [c] Does the methodology interface with the time schedule in the RFP?
- [d] Did the offeror include specific methodologies pertaining to each aspect of the services and deliverables as described in Section 5.02?

7.03 Management Plan for the Project (5 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?

[e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

[f] Does it appear that the offeror can meet the schedule set out in the RFP?

[g] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

[h] Is the proposal practical, feasible, and within budget?

[i] How well have any potential problems been identified?

[j] How well did the offeror demonstrate how each service and deliverable of the RFP will be met during the contract period?

7.04 Experience and Qualifications (15 Percent);

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

[a] Do the individuals assigned to the project have experience on similar projects?

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the firm:

[d] How well has the firm demonstrated experience in completing similar projects on time and within budget?

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

[f] Has the firm provided letters of reference from previous clients?

[g] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

[h] How well does the offeror's prior experience in working in the field of municipal comprehensive planning compare to the services and deliverables required of this project?

[i] How well does the offeror's prior experience in managing the development component of a community comprehensive plan compare to the services and deliverables required of this project?

[j] How well does the offeror's prior experience in developing surveys for community comprehensive plans compare to the services and deliverables required of this project?

[k] How well does the offeror's prior experience in working with complex survey data, especially data from community comprehensive plan component surveys compare to the services and deliverables required of this project?

[l] How well does the offeror's prior experience working with and presenting plan results to municipal governments, committees, advocates and the public compare with the services and deliverables required of this project?

[m] How well does the offeror's prior experience in the creation and involvement of an external committee compare to the services and deliverables required of this project?

[n] How well does the offeror's prior experience assisting municipal governments in the development of a community comprehensive plan compare to the services and deliverables required of this project?

7.05

Contract Cost (60 percent)

Overall, a minimum of 60 of the total evaluation points will be assigned to cost.

Converting Cost to Points

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 2.13.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

1. Proposal Evaluation Form
2. Standard Agreement Form
3. Appendix A
4. Appendix B1 or B2
5. Notice of Intent to Award
6. Checklist

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Contract Number		3. Financial Coding		4. Agency Assigned Encumbrance Number	
5. Vendor Number			6. Alaska Business License Number		
This contract is between the City of Klawock,					
7. Department of Division					
8. Contractor					
Mailing Address	Street or P. O. Box	City	State	Zip + 4	
<p>9.</p> <p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 17, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>2.4 Appendix E, if applicable, sets forth HIPAA requirements.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____ and ends _____</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the City shall pay the contractor a sum not to exceed _____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the City, the contractor shall refer to the Contract Number and send the billing to:</p>					
10. Department of			Attention: Division of		
Mailing Address			Attention:		
11. CONTRACTOR					
Name of Firm			<p>13. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the variety, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>		
Signature of Authorized Representative		Date			
Typed of Printed Name of Authorized Representative					
Title	Employer ID No. (EIN) or SSN				
12. CONTRACTING AGENCY					
Signature of City of Klawock		Date	Signature of City of Klawock		Date
Typed or Printed Name			Typed or Printed Name		
Title City Administrator			Title Mayor		

NOTICE: This contract has no effect until signed by the head of the contracting agency or designee.

**APPENDIX A
GENERAL PROVISIONS**

Article 1. Definitions.

- 1.1 In this contract and appendices, "City Administrator" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "City of Klawock" means the agency for which this contract is to be performed and for which the Mayor acted in a signing this contract.

Article 2. Inspection and Reports.

- 2.1 The City may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the City reasonably requires.

Article 3. Disputes.

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, physical handicap, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on City of Klawock contract jobs, that it is an equal Opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union, or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with City efforts which seek to deal with the problem of unlawful discrimination, and with all other City efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the City Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the City of Klawock; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the City of Klawock; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the City of Klawock to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices
- 4.7 Failure to perform under this article constitutes a material breach of the contract.

Article 5. Termination.

The City Administrator, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the City. The City is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the City Administrator.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the City of Administrator.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the City in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the City under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the City of Klawock and may be used by the City for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the City Administrator. Unless otherwise directed by the City Administrator, the contractor may retain copies of all the materials.

Article 11. Governing Law.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the City of Klawock the General Provisions of this contract supersede any provisions in other appendices.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, contingent fee, or brokerage except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage, or contingent fee.

Article 15. Civil Rights of Clients.

1. The Contractor shall comply with Title VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Section 594 of the Rehabilitation Act of 1973, the Food Stamp Act of 1977, Alaska Statute 18.80.200-280, and pertinent portions of the Code of Federal Regulation(CFR) for implementation of the foregoing.

The Contractor shall make no distinction or discriminate against the client, recipient, applicant or beneficiary of the Department's federally assisted programs on the basis of race, color, age, national origin, sex, political belief, religious creed, or handicap. No client, recipient, applicant or beneficiary of these federally assisted programs shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Department has responsibility.

2. Distinction on the ground of race, color, age, national origin, sex, political belief, religious creed, or handicap includes:

- a. Any type of segregation, separate or different treatment, or other discrimination on that ground;
- b. The imposition of any admission, enrollment, quota eligibility, or other requirement or condition which individuals must meet in order to be provided any service or other benefit under the program or to be afforded an opportunity to participate in the program if the race, color, age, national origin, sex, political belief, religious creed, or handicap of individuals is considered in determining whether they meet any such requirement or condition;
- c. The use of membership in a group as a basis for the selection of individuals for any purpose if in selecting members of the group there is discrimination on the grounds of race, color, age, national origin, sex, political belief, religious creed, or handicap;
- d. The assignment of personnel to provide services, or the assignment of times or places for the provision of services, on the basis of race, color, age, national origin, sex, political belief, religious creed, or handicap of the individual to be served.

3. In determination of whether a Contractor is illegally discriminating in the provision of benefits or services, consideration shall be given to the purpose of the service as expressly stated in any federal statute, state statute, or local statute or ordinance adopted by an elected general purpose legislative body. In making such determination it shall be acknowledged that certain federal, state or local funding is legally designated for specific groups by age, sex, handicap, income, or other specific and legal eligibility criteria. For example, programs for the aging, blind, disabled and youth provide services legally only for those groups. Also, institutions may legally serve a special age, sex, or handicap group depending upon their protective treatment, or rehabilitative needs and funding sources to provide the services.

Article 16. Written Notice Change in Contract Amount

Subject to the availability of spending authority to the City of Klawock to fund this contract and provided such spending authority is not revoked, rescinded, reduced, or withheld, \$0.00 will be the total amount of this contract. The City will promptly provide the contractor written notice if funding under this contract is revoked, rescinded, reduced or withheld and the effective date of such action.

Article 17. HIPAA Business Associate Agreement Requirements

1. The Contractor shall comply with the business associate requirements set forth in CFR 45 Parts 160-164 (the Health Insurance Portability and Accountability Act ("HIPAA") regulations) if the Contractor will be using or will have access to the protected health information of the City of Klawock, as part of the services performed by the Contractor.

2. The Contractor shall be required to agree to terms of, and sign, Appendix E, Health Insurance Portability and Accountability Act ("HIPAA") Business Associate Agreement as a condition of this contract if the Contractor will be using or will have access to the protected health information of the City of Klawock, as part of the services performed by the Contractor.

APPENDIX B₁ INDEMNITY AND INSURANCE

Article 1. Indemnification

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the City for a claim of, or liability for, the independent negligence of the City. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "City", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the City's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L.&H. & Jones Act requirements. The policy must waive subrogation against the City.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

**CITY OF KLAWOCK
NOTICE OF INTENT TO AWARD**

1. Name of Program, Project, or Service (Use RFP Title)		2. Date Issued	
3. Authority Number (s)		4. Name of City Administrator	

This is notice of the City's intent to award a contract. The offeror, identified here as the apparent successful offeror, is instructed not to proceed until a signed contract or other written notice of award is received from the City. A firm or person who proceeds prior to receiving a signed contract or other written award does so at their own risk. AS 36.30.365

An offeror who wishes to protest this Notice of Intent must file a protest within ten (10) calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day.

The protest shall be filed with the City Administrator in writing and include the following information:

- (1) the name, address, and telephone number of the protester;
- (2) the signature of the protester or the protester's representative;
- (3) identification of the contracting agency and the solicitation or contract at issue;
- (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- (5) the form of relief requested (AS 36.30.560 and AS 36.30.565).

5. Name and Address of Successful Offeror

6. Names and Addresses of All Other Respondents (in alphabetical order)

PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number _____

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

7.01 Understanding of the Project—5 Percent

Maximum Point Value for this Section - 5 Points

100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

[a] Has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES _____

[c] Has the offeror demonstrated an understanding of the services and deliverables the City expects it to provide?

EVALUATOR'S NOTES _____

[d] Has the offeror demonstrated an understanding of the City's time schedule and can meet it?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.02 Methodology Used for the Project—5 Percent

Maximum Point Value for this Section - 5 Points
100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

[a] Does the methodology depict a logical approach to fulfilling the requirements of the RFP?

EVALUATOR'S NOTES _____

[b] Does the methodology match and achieve the objectives set out in the RFP?

EVALUATOR'S NOTES _____

[c] Does the methodology interface with the time schedule in the RFP?

EVALUATOR'S NOTES _____

[d] Did the offeror include specific methodologies pertaining to each aspect of the services and deliverables as described in Section 5.02?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03 Management Plan for the Project—5 Percent

Maximum Point Value for this Section - 5 Points
100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

EVALUATOR'S NOTES _____

[b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES _____

[c] Is the organization of the project team clear?

EVALUATOR'S NOTES _____

[d] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES _____

[e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

EVALUATOR'S NOTES _____

[f] Does it appear that offeror can meet the schedule set out in the RFP?

EVALUATOR'S NOTES _____

[g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

EVALUATOR'S NOTES _____

[h] Is the proposal practical, feasible, and within budget?

EVALUATOR'S NOTES _____

[i] Have any potential problems been identified?

EVALUATOR'S NOTES _____

[j] How well did the offeror demonstrate how each service and deliverable of the RFP will be met during the contract period?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04 Experience and Qualifications—15 Percent

Maximum Point Value for this Section - 15 Points
100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES _____

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES _____

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES _____

Questions regarding the firm.

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES _____

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES _____

[f] Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES _____

[g] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES _____

[h] How well does the offeror's prior experience in working in the field of community comprehensive planning compare to the services and deliverables required of this project?

EVALUATOR'S NOTES _____

[i] How well does the offeror's prior experience in developing community comprehensive plans compare to the services and deliverables required of this project?

EVALUATOR'S NOTES _____

[j] How well does the offeror's prior experience in developing the State of Alaska elements and typical update segments of a community comprehensive plan program compare to the services and deliverables required of this project?

EVALUATOR'S NOTES _____

[k] How well does the offeror's prior experience in developing surveys for community comprehensive plans compare to the services and deliverables required of this project?

EVALUATOR'S NOTES _____

[l] How well does the offeror's prior experience in working with complex survey data, especially data from Economic Development, Capital Improvement, Transportation, Infrastructure and Land Use surveys compare to the services and deliverables required of this project?

EVALUATOR'S NOTES _____

[m] How well does the offeror's prior experience working with and presenting plan findings to municipal governments, committees, advocates and the public compare with the services and deliverables required of this project?

EVALUATOR'S NOTES _____

[n] How well does the offeror's prior experience in the creation and involvement of an external committee compare to the services and deliverables required of this project?

EVALUATOR'S NOTES _____

[o] How well does the offeror's prior experience assisting municipal governments in the development of a comprehensive community plan compare to the services and deliverables required of this project?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.04 _____

7.05 Contract Cost — 60 Percent

Maximum Point Value for this Section - 60 Points
100 Points x 60 Percent = 60 Points

Overall, a minimum of 60 percent of the total evaluation points will be assigned to cost.

Converting Cost to Points

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 2.13.

EVALUATOR'S POINT TOTAL FOR 7.05 _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS _____