

CITY OF PALMER ACTION MEMORANDUM No. 10-069

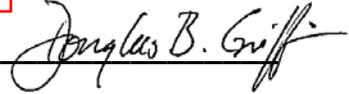
SUBJECT: Authorize the City Manager to Release a Request for Proposal for Lobbying and Legislative Services for the City of Palmer for 2011

AGENDA OF: October 26, 2010

Council action:

The AM was tabled and not brought back from the table, causing the AM to fail.

Approved for presentation by Douglas B. Griffin, City Manager



Route To:	Department/Individual:	Initials/Date:	Remarks:
X	Originator – City Manager	<i>D.B.G.</i> 10/7/10	
X	City Clerk	<i>J.S.</i> 10/21/10	
X	City Attorney	<i>[Signature]</i> 10/21/10	
	Director of Administration		
	Director of Community Development		
	Director of Community Services		
	Director of Public Safety		
	Director of Public Works		

Attachment(s): Draft Request for Proposals

Certification of Funds:

	No fiscal impact.	
X	Funds are budgeted from this account number: (would be included in the 2011 budget)	01-01-05-6098
	Funds are not budgeted. Budget modification is required. Affected account number:	
	Unrestricted/undesignated fund balance (after budget modification):	

Director of Administration Signature: *[Signature]*

Summary statement: The City has employed a lobbyist for the last two and a half years. During that time, the City was successful in advocating for legislation to change the percentage amount from 50% to 30% for Department of Environmental Conservation (DEC) water and sewer loans and obtain a number of direct appropriations. It has been helpful to have an advocate in Juneau during the legislative season to assist the Mayor, City Council, and City Manager with Palmer's legislative agenda.

Should the Council wish to continue engaging a lobbyist, the attached request for proposals would be released on October 27, hoping to have a contract back before the Council at the December 14, 2010 regular meeting.

Administration recommendation: Adopt action memorandum no. 10-069.



CITY OF PALMER
231 W. Evergreen Avenue • Palmer • Alaska • 99645
• Telephone 907-745-3271 • Fax 907-745-5443 •

REQUEST FOR PROPOSAL 10-007
Lobbying and Legislative Services for the City of Palmer

PROJECT ABSTRACT

The City of Palmer is requesting proposals from qualified firms to provide lobbying and legislative services for the City of Palmer at both a state and federal level.

RELEASE DATE
October 27, 2010

A pre-bid conference has been scheduled for 11:00 a.m. Thursday, November 12 at the City of Palmer Council Chambers, 231 W. Evergreen Avenue, Palmer, and AK 99645.

SUBMISSION DEADLINE
November 22, 2010

For additional information, please contact:
Sara Jansen, Deputy City Manager, City Manager's Office
(907) 761-1315

See Section 8, for instructions on submitting proposals.
See Section 11, Submission Checklist.

A Request for Proposals process is different from an Invitation to Bid. The City expects Proposers to propose creative, competitive solutions to the City's stated problem or need, as specified below. The City reserves the right to limit the Scope of Work prior to award. If the City Manager determines that it is in the best interest of the City to do so, the City may reject all proposals.

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1. OVERVIEW OF PROJECT

The City of Palmer (the "City") is requesting proposals from qualified firms for Lobbying and Legislative Services. The City is 5.2 square miles and has 5,514 residents. The City's water and sewer service district is 31.1 square miles. In addition to serving the City of Palmer, the utility system serves the Ma-Su Regional Medical Center campus, with an expansion underway to the Matanuska Susitna College of the University of Alaska Anchorage. The City is the seat of Borough government and several major employers have headquarters in Palmer, including MTA, MEA, and the Matanuska Valley Federal Credit Union. This expands the daytime population of the City significantly.

Lobbying and legislative services include assisting the City with the legislative agenda, advocating for City capital projects and grants, developing positions on relevant legislation with the City Council and Staff, working with Governor's office, legislators and staffs, and providing regular reports to the City.

2. MINIMUM QUALIFICATIONS REQUIRED TO SUBMIT A PROPOSAL

A minimum of three (3) years of performing legislative and lobbying services for Alaskan municipal client is required to submit a proposal. Particular focus will be given to the successful legislative or regulatory issues undertaken by the firm and the key staff member assigned to the City. Individuals/companies who are not experienced in this scope of work are asked not to submit as their proposal will be deemed non-responsive.

3. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

<i>City</i>	The City of Palmer and any agency identified herein.
<i>City Staff</i>	Any City of Palmer manger, department director or their designee
<i>Council</i>	The elected Mayor and six members of the City Council
<i>Department</i>	Any City of Palmer department including the Administration, Community Development, Public Safety, or Public Works.
<i>Evaluation Committee</i>	An independent committee comprised of a majority of City officers or employees established to evaluate and score proposals submitted in response to a RFP.
<i>PMC</i>	Palmer Municipal Code
<i>Proposer</i>	The company submitting a proposal in response to this RFP.

May	Indicates something that is not mandatory but permissible.
RFP	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection under PMC 3.21.210.
Shall/Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	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.
Successful proposer	The organization/individual that is awarded and has an approved contract with the City of Palmer for the services identified in this RFP.
Will	Expected or required.

4. SCOPE OF SERVICES

The work to be performed for the City shall consist of the following tasks, at a minimum:

- Aid in the City’s lobbying efforts with the Alaska State Legislature and congressional delegation.
- Assist the City in developing a legislative agenda.
- Provide lobbying services to support the City’s legislative programs as requested by the City Manager.
- Obtain state and federal level appropriations for City projects, to include but not limited to capital, operating, and demonstration.
- Assist in obtaining legislation, status, and executive orders to address City priorities.
- Provide monthly reports describing: contacts made, issues discussed, legislative matters of interest and the support work to be provided by the City, and any other activities associated with fulfilling the City Council’s priorities.
- Prepare testimony in support of City requests as needed.
- Identify and suggest implementation strategies for those opportunities for securing City priorities.

The successful proposer shall immediately advise the City of any legislative activity deemed to be critical to the City’s interests and shall provide adequate notice of all meetings as may require timely response by the City.

Principle contact with the City will be the City Manager. Other duties of the proposer may include assistance with leases, permits, federal funding request, and organization-partnering requests.

5. STATEMENT OF QUALIFICATIONS AND REQUIREMENTS

To achieve a uniform review process, and obtain the maximum degree of comparability, the proposal 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 City 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:

5.1 Table of Contents - Clearly identify the materials by section and page number.

5.2 Letter of Transmittal - Limited to two (2) pages.

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

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

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

5.2.4 Statement of interest and qualifications which shall, at a minimum, address the following areas.

- Firm Organization – A brief description of your firm, including history, organizational structure, ownership structure, names of principals, numbers of employees, number of years in business and areas of policy and political expertise. Include any information that may be of value to the City in evaluating your firm’s qualifications. 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.
- Firm Experience - The proposer's demonstrated experience, abilities, and past performance. Provide a description of not more than three major legislative or regulatory issues where your firm lobbied successfully for a local government client, including the issue, client contact information, staff members who worked on the issue and a summary of how the issue was resolved. Descriptions should be limited to one page for each project.

- Firm Personnel - Identify each key person who will perform lobbying services and their role including a description of the experience and qualification of each person, including brief resumes. Provide a written assurance that key individuals listed and identified will perform the work and will not be substituted with other personnel with the prior approval of the City.
- Company Ownership - If incorporated, the state in which the company is incorporated and the date of incorporation. *An out-of-state or out-of-City firm must become duly qualified to do business in the City of Palmer by acquiring a City of Palmer business license.*
- Contract Failures - 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.
- Location(s) of the company offices and location of the office servicing any City of Palmer account(s).

5.3 Subcontracting

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

6. COST

Sealed cost proposals shall be submitted under separate cover at the same time as the proposal. The City desires to award the contract to the firm or individual that demonstrates the ability to provide the highest quality of service at the best cost. To accomplish this goal, the most important evaluation emphasis will be placed upon the experience and qualifications of key individuals assigned to the project by the firms. Cost proposals are required to allow the city to obtain benchmarks for negotiation purposes.

7. PAYMENT

Payment for services must be negotiable to meet the City requirements. The City generally pays for services billed on a monthly Net 30 basis, upon receipt of an invoice and confirmation of the receipt of those services by the City's designated contact. The City does not issue payment prior to receipt of goods or services.

8. SUBMITTAL INSTRUCTIONS

- 8.1 A pre-proposal conference shall be held on November 12, at 11:00 at City Hall, in the Palmer Council Chambers located at 231 W. Evergreen Avenue, Palmer, AK 99645. This is a non-mandatory meeting.
- 8.2 The Pre-Proposal conference is intended to provide prospective proposers the opportunity to ask questions or receive clarification from City representatives of any requirements of this RFP.
- 8.3 Proposers shall carefully review this RFP for defects and questionable or objectionable materials. Proposers’ comments concerning defects and questionable or objectionable material in the RFP must be made in writing and received by the City’s designated contact not later than the pre-proposal conference date and time noted above.
- 8.4 RFP TIMELINE

<i>TASK</i>	<i>DATE/TIME</i>
Pre-Proposal Conference	November 12, 2010, 11:00 am
<u>Deadline for submission</u>	November 22, 2010, 2:00 pm
Evaluation period	November 22-26, 2010
Selection of company & Contract Approval	On or about December 14, 2010

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 proposer.

- 8.5 SUBMITTALS - Proposers shall submit one (1) original proposal marked “MASTER” and three (3) identical copies to:

City of Palmer,
 Attn: Sara Jansen
 231 W. Evergreen Avenue
 Palmer, AK 99645

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

REQUEST FOR PROPOSAL NO.: RFP 10-007
PROPOSAL SUBMISSION DEADLINE: 11/22/10
 FOR: City of Palmer Lobbying and Legislative Services

- 8.6 RECEIPT - **Proposals must be received at the above-referenced address no later than 2:00 p.m., Alaska Time, November 22, 2010.** Proposals that do not arrive by proposal deadline time and date WILL NOT BE ACCEPTED. Proposers may submit their proposal any time prior to the above stated deadline.
- 8.7 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 accepted or considered.
- 8.8 DISCREPANCIES - If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "MASTER," the City may reject the proposal. However, the City may at its sole option, select one copy to be used as the master.
- 8.9 FORMAT - For ease of evaluation, **the proposal should be presented in a format that corresponds to and references sections outlined within this RFP, and should be presented in the same order.** Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.
- 8.10 DOCUMENTATION - If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 8.11 FORMAT - Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 8.12 SIGNATURE - The proposal must be signed by the individual(s) legally authorized to bind the company. See Attachment B of this RFP for the signature page and additional requirements.
- 8.13 CITY CONTACT - ***For purposes of addressing questions concerning this RFP, the sole contact will be Sara Jansen, 231 W. Evergreen Avenue Palmer, AK 99645, 907 761-1315 or sjansen@palmerak.org. Upon issuance of this RFP, other City employees 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 by proposer with the City for the purpose of conducting business unrelated to this procurement.
- 8.14 REVIEW - Proposers who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to Sara Jansen at 231 W. Evergreen Avenue, Palmer, AK 99645. To be considered, a request for review must be **received** before the pre-proposal conference.

- 8.15 RESPONSE - The Deputy City Manager shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.
- 8.16 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.

9. PROPOSAL EVALUATION AND AWARD PROCESS

- 9.1. Proposals shall be consistently evaluated and scored on a 100 point scale in based upon the following criteria listed in descending order of precedence:
- 9.1.1. **Firm Experience and Qualifications – 30 points**
The proposers demonstrated experience and abilities and described in section 5.2.4.
- 9.1.2. **Key Individual Assigned to the Project – 30 points**
Availability, work load and qualifications of the individual who will be assigned key project responsibilities. Previous and current clients and projects this person has or is currently engaged in, and their demonstrated knowledge of the legislative process.
- 9.1.3. **Methodology/Technical Approach – 25 points**
The methodology and approach should describe the philosophy that will be used in servicing the City's requirements. The Firm should highlight its strengths and describe their understanding of the required services. The methodology should be described in sufficient detail to demonstrate familiarity with executing this type of project and should identify areas where the firm can add value.
- 9.1.4. **Communication – 10 points**
This is based upon the written proposal submitted by each firm. Is it clearly written? Does it conform to the stipulations or Section 8.9 through 8.12?
- 9.1.5. **Cost – 5 points**
- 9.2. The evaluation committee may contact the references provided in response to Section 5.2 of the RFP; contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to recommend the lowest priced proposal, but shall recommend award in the best interests of the City of Palmer.

- 9.3. Each proposer must submit a list and discussion summary of clients represented by the firm whose interests may either coincide or conflict with the interest of the City.
- 9.4. Each proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the proposer or in which the proposer has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The City reserves the right to reject any proposal based upon the proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, significant failure(s) to meet contract milestones or other contractual failures.
- 9.5. Clarification discussions may, at the City's sole option, be conducted with companies who submit proposals determined to be acceptable and competitive. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing companies.
- 9.6. A Notification of Intent to Award shall be issued in accordance with PMC 3.21.210 D. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the City Council. Negotiations shall be confidential and not subject to disclosure to competing companies unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City upon written notice to all companies may negotiate a contract with the next highest scoring proposer or withdraw the RFP.

10. TERMS, CONDITIONS AND EXCEPTIONS

- 10.1. This procurement is being conducted in accordance with PMC 3.21.210.
- 10.2. 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.
- 10.3. The City reserves the right to waive informalities and minor irregularities in proposals received.
- 10.4. The City reserves the right to reject any or all proposals received upon a determination of the City Manager that such rejection is in the City's best interest (PMC 3.21.210 H).
- 10.5. Any irregularities or lack of clarity in the RFP should be brought to the attention of the City's designated contact person as soon as possible so that corrective addenda may be furnished to prospective proposers.
- 10.6. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease

purchase agreements and the proposer's standard contract language. The omission of these documents renders a proposal non-responsive.

- 10.7. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 10.8. 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, shall be rejected.
- 10.9. 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. Proposers transmit proposal withdrawals by facsimile at their own risk. The City will not be responsible for any error or failure in facsimile transmission or receipt.
- 10.10. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other company or prospective company. Collaboration among competing companies about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the proposer.
- 10.11. No attempt may be made at any time to induce any company or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 10.12. Prices offered by a Proposer in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded company agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded company for implementation of their proposal.
- 10.13. The City is not liable for any costs incurred by proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the company in responding to the RFP, are entirely the responsibility of the company, and shall not be reimbursed in any manner by the City.
- 10.14. All proposals submitted become the property of the City and will be returned only at the City's option and at the company's request and expense. The master copy of each proposal shall be retained for official files and will become public record after the award of a contract. If a company wishes individual pages which contain actual business propriety information to be held confidential, each page shall be marked and an explanation furnished of its propriety nature. In addition to marking individual pages, the proposal cover will also be annotated with the words "THIS PROPOSAL CONTAINS PROPRIETARY INFORMATION." Confidential and Proprietary information is not meant to include any information which, at the time of disclosure, is generally known by the public and/or competitors.

10.15. The City will look solely to the successful proposer 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 counsel.

10.16. Work on the contract shall not begin until after the awarded company has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract. The awarded company must maintain, for the duration of its contract, insurance coverage including Professional Liability (\$1,000,000 per claim) and:

<u>Worker' Compensation</u> \$500,000 Employers Liability and Workers Compensation as required by Alaska State Worker's Compensation statutes	<u>Minimum Limits</u> Statutory
<u>Comprehensive General Liability</u> Bodily Injury and Property Damage Liability Premises Operations including explosion, collapse, and underground; Products and Complete Operations; Broad Form Property Damage; Blanket Contractual; Personal Injury; Owner's/Consultant's Protection	<u>Minimum Limits</u> \$1,000,000 Combined Limit Each Occurrence and \$2,000,000 Aggregate
<u>Comprehensive Automobile Liability</u> Bodily Injury and Property Damage, including all owned , hired and non-owned automobiles	<u>Minimum Limits</u> \$1,000,000 Combined Limit per Accident
<u>Professional Liability Insurance</u>	<u>Minimum Limits</u> \$1,000,000 Each Claim

10.17. Each company must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, proposers affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a company's proposal. An award will not be made where a conflict of interest exists. The City will determine whether a conflict of interest exists and whether it may reflect negatively on the City's selection of a company. The City reserves the right to disqualify any company on the grounds of actual or apparent conflict of interest.

10.18. The City will not be liable for Federal, State, or Local excise taxes.

10.19. Execution of Attachment B of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment C contract

form and all terms and conditions therein, except such terms and conditions that the company expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.

10.20. The City reserves the right to negotiate final contract terms with any company selected pursuant to PMC 3.21.210 F-G. 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.

10.21. Company understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any company misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.

10.22. 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.

11. SUBMISSION CHECKLIST

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

Documents to be submitted with proposal:

- One MASTER and three (3) copies of technical proposals packaged separately.
- Requested number of copies of cost proposals packaged separately.
- Attachment B of the RFP completed, signed and notarized.
- Primary Company Attachment A signed with confidentiality/exceptions noted.
- Primary Company Information provided.

Attachment A
CERTIFICATION OF DEFENSE, 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 “propriety information/trade secret.” The City Council acts as the final authority to authorize the award of a contract for the proposed services therefore there may be public discussion regarding the submitted proposals that will be in an open meeting format.

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)

RFP # 10-007
Attachment B

PROPOSAL CERTIFICATION

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

Consultants shall use the attached PROPOSAL TO THE CITY OF PALMER 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. Telephonic facsimile proposals or signatures will not be accepted. Proposal purchase price(s) is to exclude Federal Excise Tax.

CAUTION: Failure to include this section as the first section of your proposal will cause it to be non-responsive.

PROPOSAL CERTIFICATION

Request for Proposal No. 10-0XX

Lobbying and Legislative Services for the City of Palmer

The undersigned, as Consultant, 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 Consultant proposes and agrees, if the proposal is accepted, that Consultant will contract with CITY to furnish the item(s) in the manner and time herein prescribed and according to all the requirements set forth.

A Consultant 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.

The Consultant represents that this proposal is made without connection to any person, firm, or corporation making a proposal for the same scope of work, and is in all respects fair and without collusion.

By initialing this space _____, Consultant 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 _____, Consultant hereby certifies that it accepts, in substantial conformity, all contract terms and conditions regarding insurance requirements.

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

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

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: _____

Attachment C

SAMPLE CONTRACT

CONTRACT FOR SERVICES

A Contract Between

City of Palmer
231 W. Evergreen Avenue
Palmer, AK 99645
Ph. (907) 761-1322 Fax (907) 745-5443

And

XXXXXXXXXXXXXXXXXX
XXXXXXX
XXXXXXX

WHEREAS, PMC 3.21 authorizes the City Manager to engage, subject to the approval of the City Council, the services of persons as independent Consultants; and

WHEREAS, it is deemed that the services of Consultant are both necessary and in the best interests of the City of Palmer;

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 Palmer City Council.
2. DEFINITIONS. "City" means the City of Palmer and any city department identified herein. "Consultant" 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 January 1 and ending December 31 of that calendar year.
3. CONTRACT TERM. This Contract shall be effective upon execution by both parties.

4. SCOPE OF SERVICES. The Consultant shall perform all the services provided for by this contract which are described with particularity in Attachment 1, entitled Scope of Services, attached hereto and incorporated by reference as if fully set forth herein.
5. 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.
6. INCORPORATED DOCUMENTS. The Contract documents are complementary and that is called for by any one of them shall be as binding as if called for by all. In the event of any inconsistency between any of the provisions of the Contract documents, the inconsistency shall be resolved by giving precedence in the following order:
- A. This Contract;
 - B. City of Palmer's Request For Proposal (Attachment 1);
 - C. Consultant's Proposal in response to City's Request For Proposal (Attachment 2).
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. COMPENSATION. Subject to the provisions of this contract, the City shall pay the Consultant a total sum for all services and expenses for the term of this contract not exceeding the sum _____ for services required by this contract. Except as otherwise provided in this contract, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of Contract duties. The parties understand and agree that administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this contract have already been included in the computation of the Consultant's fee and may not be charged to the City.
9. INSPECTION & AUDIT.
- a. Books and Records. Consultant 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. Consultant agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Consultant 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 Consultant 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 documents, data, studies, surveys and reports or other material prepared by the Consultant under this contract are the property of the City and shall be delivered to the City by or upon the date of such termination. The 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 Consultant 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. Termination for Convenience of the City. The City may terminate this contract at any time by giving written notice to the Consultant of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 10a above are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of this contract only for work completed to the City's satisfaction in accordance with Appendix "A" of this contract and the other terms of this contract. If this contract is terminated due to the fault of the Consultant, section 10a shall govern the rights and liabilities of the parties.
- d. 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 Consultant 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, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Consultant 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 Consultant 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 Consultant'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 Consultant, or any agent or representative of Consultant, to any officer or employee of the City of Palmer 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 Consultant has failed to disclose any material conflict of interest relative to the performance of this Contract.
- e. 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.
- f. 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. Consultant 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. Consultant shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- iv. Consultant shall preserve, protect and promptly deliver into City possession all proprietary information in accordance with paragraph (19).

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.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. DEFENSE AND INDEMNIFICATION. The Consultant shall indemnify, hold harmless, and defend the City from and against any claim of, or liability for negligent acts, errors or omissions of the Consultant under this contract. The Consultant 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 Consultant and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Consultant" and "City", as used within this article, include the employees, agents and other consultants/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 Consultant and in approving or accepting the Consultant's work..

14. INDEPENDENT CONTRACTOR. Consultant 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, Consultant 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 Consultant or any other party. Consultant 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 Consultant 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. Consultant 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 Consultant nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City. The City and Consultant shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.

15. INSURANCE SCHEDULE. Unless expressly waived in writing by the City, Consultant, 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 Consultant shall not commence work before:
- a. Consultant 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 Consultant.
 - 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 Consultant shall, at the Consultant'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 Consultant 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 Consultant. Consultant's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Consultant shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Consultant has knowledge of any such failure, Consultant 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. Consultant 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 \$500,000 each employee per accident for bodily injury by accident or disease.

- g. Commercial General Liability Insurance
 - i. Minimum Limits required:
 - 1. \$1,000,000 General Aggregate
 - 2. \$1,000,000 Products & Completed Operations Aggregate
 - 3. \$1,000,000 Personal and Advertising Injury
 - 4. \$1,000,000 Each Occurrence

- h. Business Automobile Liability Insurance
 - i. Minimum Limit required: \$1,000,000 Each Occurrence for bodily injury and property damage. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles). The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

- i. Professional Liability Insurance
 - i. Minimum Limit required: \$1,000,000 Each Claim
 - ii. Retroactive date: Prior to commencement of the performance of the contract
 - iii. Discovery period: Three (3) years after termination date of contract.
 - iv. A certified copy of this policy may be required.

- j. Umbrella or Excess Liability Insurance
 - i. May be used to achieve the above minimum liability limits.
 - ii. Shall be endorsed to city it is "As Broad as Primary Policy"

- k. General Requirements:
 - i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Consultant, The City of Palmer, its officers, employees and 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 Consultant 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 Consultant from the obligation to pay any deductible or self-insured retention.

- l. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City of Palmer, c/o Sara Jansen, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.

- m. Approved Insurer: Each insurance policy shall be:
 - i. Issued by insurance companies authorized to do business in the State of Alaska or eligible surplus lines insurers acceptable to the City and having agents in Alaska upon whom service of process may be made, and
 - ii. Currently rated by A.M. Best as “A-VII” or better.

- n. Evidence of Insurance: Prior to the start of any Work, Consultant must provide the following documents to the contracting City:
 - i. Certificate of Insurance: The Accord 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 Consultant.
 - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, must be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection a above.
 - iii. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the 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 Consultant. Neither approval by the City nor failure to disapprove the insurance furnished by Consultant shall relieve Consultant of full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Consultant or its subcontractors, 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 the required insurance documents as ATTN: Sara Jansen, 231 W. Evergreen Avenue Palmer, AK 99645.

- q. Compliance with Legal Obligations. Consultant shall procure and maintain for the duration of this Contract any city, borough, state or federal license authorizations, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Consultant to provide the goods or services required by this Contract. Consultant 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 the Consultant. Consultant agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The City may set-off against consideration due any delinquent government obligation.

16. THIRD PARTY BENEFICIARY. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
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 subrogation of any defense to payment by City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Consultant 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 Consultant (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 Consultant upon completion, termination, or cancellation of this Contract. Consultant shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Consultant'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 PMC 3.21, information or documents received from Consultant may be open to public inspection and copying. Consultant may label specific parts of an individual document as a "propriety information/trade secret" or "confidential" in accordance with Section 11.16 of the RFP, provided that Consultant 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. To the extent permitted or required by law, any reports, information, data, etc., given to or prepared or assembled by the Consultant under this contract which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.
23. PUBLICATION, REPRODUCTION AND USE OF MATERIAL. No material produced, in whole or in part, under this contract shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under this contract.
24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:
 - a. Consultant 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. Consultant 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. Consultant 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 offer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. WARRANTIES. Consultant 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.
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. Consultant 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 Consultant before this Contract is effective or after it ceases to be effective are performed at the sole risk of Consultant.

27. JURISDICTION: CHOICE OF LAW. Any civil action arising from this Contract shall be brought in the superior court for the third judicial district of the state of Alaska at Palmer. The law of the state of Alaska shall govern the rights and obligations of the parties.

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 City Council.

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

Consultant

Date

APPROVED:

Douglas B, City Manager

Date