

	Approved	Denied
Date Action Taken:	11/8/07	
Other:		
Verified by:	<i>ASm.ks</i>	

WASILLA CITY COUNCIL ACTION MEMORANDUM

AM No. 07-02

TITLE: CONTRACT AWARD TO ASCG, INC. IN THE AMOUNT OF \$78,000 FOR THE PRELIMINARY DESIGN OF A NEW PUBLIC LIBRARY IN WASILLA.

Agenda of: January 8, 2007
 Originator: Public Works Director

Date: December 22, 2006

Route to:	Department	Signature/Date
	Police Chief Youth Court, Dispatch, Code Compliance	
	Culture and Recreation Services Director Library, Museum, Sports Complex	
X	Public Works & Recreation Facility Maintenance Director	<i>[Signature]</i> 12/26/06
X	Finance, Risk Management & MIS Director Purchasing	<i>Dusan E. Colligan for Ted Leonard</i>
X	Deputy Administrator Planning, Economic Development, Human Resources	<i>S. Hardy</i> 12-22-06
X	City Clerk	<i>ASm.ks</i>

REVIEWED BY MAYOR DIANNE M. KELLER: *Dianne M. Keller*

FISCAL IMPACT: yes \$78,000 or no Funds Available yes no
 Account name/number: New Library 110-4330-433.45-15
 Attachments: RFP Scoring, ASCG Proposal, RFP and CIP Detail Sheet

SUMMARY STATEMENT: This contract was advertised on August 8, 2006 with proposals due on September 6, 2006. Seven proposals were received and ranked by the evaluation team with the following results:

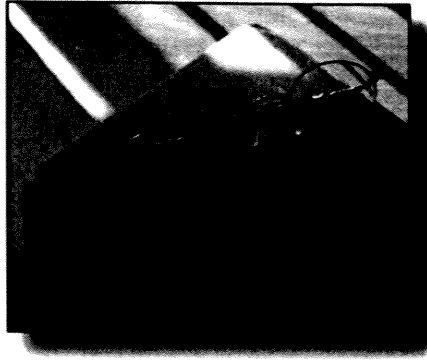
- 1) ASCG, Inc.
- 2) USKH
- 3) RIM Architects
- 4) Architects Alaska
- 5) ECI/Hyer
- 6) Kumin & Associates
- 7) Barnes & Associates

ASCG, Inc. is an Anchorage based multi-discipline firm with the ability to handle all the technical aspects of the project. ASCG, Inc. is teaming with Issac Benton & Associates of Albuquerque, New Mexico. Issac Benton is an architect who specializes in library design and Mr. Benton demonstrated a full understanding of the design issues facing Wasilla during the interview process.

Contract terms were negotiated as outlined on the attached spreadsheet and scope of work for a total cost of \$78,000. The first goal of this contract is to have community input on the architectural style of the library and for the community to determine what features should be incorporated into the library. The second goal is to prepare a preliminary design package and cost estimate for the new library based on the community input.

The design package will reach what is considered a 35 percent design effort under this contract. The design package will have exterior views that depict the architectural style and include floor plans of sufficient detail to show how the library will function. The 35 percent design effort will include a cost estimate in sufficient detail to support lobbying efforts at the state and federal level for construction funding.

ACTION: Authorize the Mayor to execute a contract with ASCG, Inc. in the amount of \$78,000 for New Wasilla Public Library Design Services.



City of Wasilla

New Wasilla Public Library Design

RFP No. 0633-0-2007/WM

Technical Proposal

Submitted by:

ASCG Incorporated of Alaska

300 West 31st Avenue

Anchorage, Alaska 99503

Ph: 907.339.6500 Fax: 907.339.5327

www.ascg.com

Contact:

Ron Bissett, AIA

300 West 31st Avenue

Anchorage, Alaska 99503

Ph: 907.339.6576 Fax: 907.339.5327

rbissett@ascg.com

Subcontractors

Landscape Architecture
Landscape Architecture

Land Design North

441 West 5th Avenue, Suite 200

Anchorage, Alaska 99501

Ph: 907.276.5885 Fax: 907.276.5887

www.landdesignnorth.com

Library Consultant
Library Consultant

Issac Benton & Associates

624 Tijeras Avenue NW

Albuquerque, NM 87102

Ph: 505.243.2499 Fax: 505.243.3583

www.integrateddesignarch.com

FIRM ORGANIZATION

ASCG Incorporated of Alaska (ASCG) is a multi-discipline engineering and architectural firm, offering a full complement of in-house professional A/E services, including architecture, interior design, mechanical engineering, electrical engineering, civil engineering, structural engineering, environmental services, planning, GIS, and construction management. Having all of these disciplines in-house allows ASCG to respond quickly to client needs and to coordinate easily between disciplines. While planning, designing, and building the highest quality projects for our clients is part of ASCG's core mission, we also offer a comprehensive approach called Total Project Services. This means that ASCG is prepared to assist clients with all necessary resources at any and all stages of project development – including concept, financing, design, construction and operations.

ASCG's underlying philosophy is to appreciate and honor our client's values by incorporating their goals, culture, lifestyle and artistry into contemporary facilities that are harmoniously balanced with the surrounding physical environment. ASCG's strength is our capability to provide community-focused and culturally significant designs to any client, emphasizing a personal involvement in all phases of the planning and design process.

ASCG recognizes the value and importance of the new Wasilla library to the community. The library will serve the community for years to come and must be able to meet and exceed the technological environment of today and the future to come. Because of the nature of the facility, it needs to be of the highest quality and durability. The ASCG team can assist the City of Wasilla (City) in ensuring that level of project quality.

To provide a complete team, ASCG has chosen to work with the following subconsultants.

Issac Benton & Associates (IBA) – Library Consultant
Land Design North (LDN) – Landscape Architecture

IBA is a full service architectural firm located in Albuquerque, New Mexico that provides services in architecture, planning, and construction management. IBA was originally established in 1991 as Gamelsky Benton Architects. In 1999 the company became a sole ownership with the present name. In 2001 Bob Hall joined the company as a principal and partner. IBA has many years of experience with library programming.

Isaac Benton AIA has been actively involved in library planning and design projects since 1982, having designed numerous public library facilities as well as private libraries and public school libraries. A member of the Public Library Association, Isaac fully understands the operational needs of today's libraries. Mr. Benton will work hand-in-hand with ASCG's architects for the architectural specifications of this project. Commitment to green, high-performance, low energy use design also makes him a valuable addition to the team. The Wasilla Library will benefit by partnering with a team that is committed to sustainable design. Aesthetics, sustainability, respect for the environment, respect for library patrons; IBA provides the low-risk solution to the Wasilla community for a library institution that serves the public and its citizens.

LDN is an Alaskan design firm dedicated to the practice of planning and Landscape Architecture. LDN has been assisting Alaskan Communities since 1976. The principals and staff at LDN pride themselves in tailoring projects to fit appropriately into local communities and LDN has worked with communities from above the Arctic Circle to the island communities of Southeast Alaska. With a staff of 15 planners and

landscape architects, LDN has a depth of staff and experience to consistently deliver quality design in a timely fashion.

LDN has completed a considerable amount of work in the Matanuska Susitna Valley and projects include the Parks Highway Landscape Design, Teeland Middle School, and Houston High School. LDN is especially familiar with the specific design issues associated with Libraries, having recently completed work for the new library in Homer and currently working on a site plan for a new library in Ketchikan.

The proposed ASCG team consists of staff members that have the qualifications and experience within their respective disciplines to perform high quality design services for the new City library. We offer the City a team that consists of a specialized library design architect, a team of experienced architects, a certified lighting professional, a furniture specialist and space planner, a public involvement specialist, a landscape design architect, as well as mechanical, electrical, and structural engineers. This broad-based expertise combined with our knowledge of designing projects in Alaska makes ASCG an ideal candidate for this contract. The following is a breakdown of the time engagement for proposed staff for this project.

Joe Caperton, AIA, CSI, NCARB	Contract Manager/Architect	Part Time
Ron Bissett, AIA	Project Manager/ Lead Architect	Part Time
Isaac Benton, AIA	Library Consultant	Part Time
Vedran Jukic	Staff Architect	Part Time
Terry Schoenthal, ASLA	Landscape Architect	Part Time
Laura Minski	Landscape Architect	Part Time
Andy Wells	Architectural Drafter	Part Time
Chris Linford, P.E.	Mechanical Engineer	Part Time
Dave Morrone, P.E.	Electrical Engineer/ Certified Lighting Professional	Part Time
Simon Evans, P.E.	Civil Engineer	Part Time
Kevin Liebner	Civil Drafting	Part Time
Collin Dey, P.E.	Structural Engineer	Part Time
Nicole McCullough	Public Involvement	Part Time
Duane Robison	Furniture Specialist/Space Planner	Part Time
Shonna Ballow	Space Planner	Part-Time
Dave Ashworth	Cost Estimating	Part-Time
Sandra Velleca	Specifications Writer	Part Time

ASCG has had continuous involvement in cold regions engineering since our inception. Every discipline represented by ASCG is thoroughly grounded in the engineering requirements for Arctic and sub-Arctic conditions, derived from many years of experience in all phases of project development, from conceptual through field engineering and design. Design solutions which might otherwise be well engineered may prove inadequate for the Arctic environment. The unforgiving extremes in temperatures, the drifting snow, the presence of permafrost – whether it is stable, marginal, degrading, or discontinuous – causing variations in the depth of the soil’s active layer, the high cost of remote site construction, and the short construction season, as well as the need to protect the fragile Arctic environment are factors that profoundly affect a structure within this type of climatic condition.

ASCG is proud of our association with the communities that we work in. We have years of experience designing community-use buildings, involving the public into the design process and streamlining the schematic design process. The ASCG team has the adaptability to meet any challenge and the expertise to resolve any design problem. Public libraries have undergone fundamental changes in the types of services they deliver and how services are delivered. ASCG and IBA will discuss your vision of the functions and services required of public libraries in the light of digital information technologies that are now widely available.

Company Ownership

ASCG was founded in 1981 and has been providing professional A/E services to public and private sector clientele for 25 years. Our 25 years of "lessons-learned" in Alaskan projects eliminates potential mistakes and brings many time and money-saving ideas to your project. ASCG is a wholly-owned subsidiary of NANA Development Corporation. As a private corporation, NANA represents the interests of its more than 11,000 Inupiat shareholders, who are descended from families living in Northwestern Alaska. The corporation was formed in 1972, as one of the 13 regional Native Corporations created as a result of the Alaska Native Claims Settlement Act.

Litigation/Contract Performance

In the last 10 years, ASCG Incorporated of Alaska has not had any alleged significant or ongoing contract breaches or failures and has not been involved in litigation due to design errors or omissions. ASCG takes the issue of quality control quite seriously. We have an in-house, written, quality control procedure which our project manager is obligated to perform prior to any submittal packages to the client. This procedure involves the review of the submittal package by an independent member of each design discipline, and associated paperwork which illustrates design deficiencies and coordination issues for each discipline. These deficiencies must be corrected, and the project manager must certify that they have been corrected, prior to any submittals leaving our offices. While this procedure can extend by a week the time required to complete our commitments, we have found it to be an invaluable tool both for our design team and our clients. We are sure that the City will find ASCG to be an enthusiastic design partner as we move ahead into the design of the MUSC Kitchen project, and we look forward to working with you.

Number of Employees

ASCG is one of the largest A/E firms based in Alaska, with 700 employees company-wide. We have a vast network of resources available to call upon to provide services for this contract. ASCG has 100 employees distributed between our four Alaska offices — 150 of which are located in our Anchorage office. This significant depth of resources allows ASCG to respond quickly to the needs of the City. We also have the ability to call upon our offices in the contiguous United States if additional staff or resources are required.

Location(s)

ASCG is headquartered in midtown Anchorage at 300 W. 31st Avenue and has additional Alaska offices located in Fairbanks, Barrow, and Homer. We also serve the Western United States through regional offices in Albuquerque, Denver, Seattle, Portland, El Paso, Ft. Worth, Mesa and Boise. ASCG will provide professional services to the City of Wasilla (City) from our Anchorage location which is just a short drive

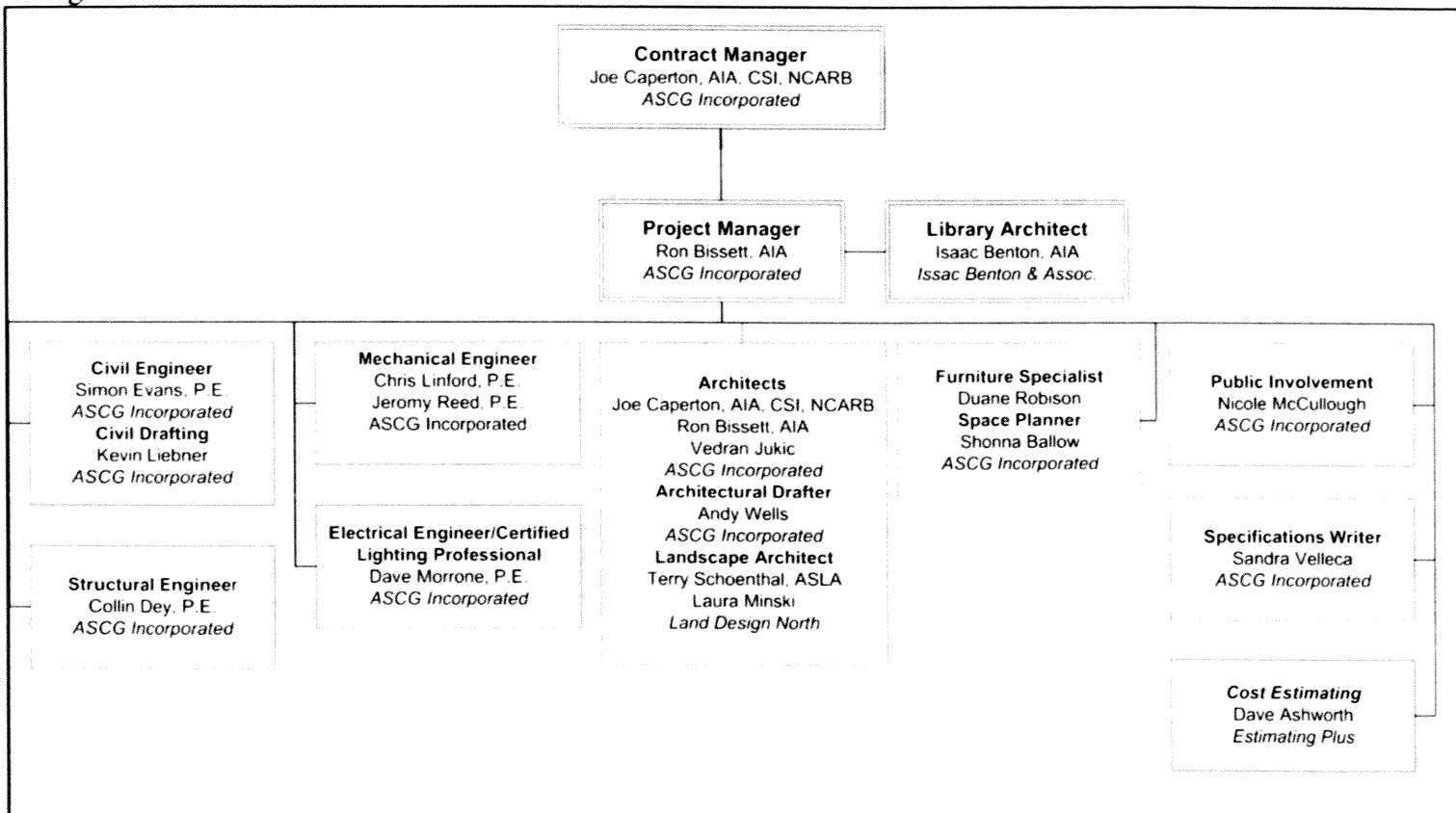
from the City, giving the ASCG team the ability to meet with City personnel whenever required during the performance of this contract.

Communication

Open lines of communication will be kept at all times. The ASCG team will keep the City informed at key decision points, and be accessible at all times. Communication on this project will be extremely important. As with any project, telephone, fax and e-mail will provide the basic day-to-day communication among the project team and with the City. We will use e-mail extensively among ASCG staff and City personnel.

FIRM PERSONNEL

ASCG has assembled a team of experienced, talented professionals to provide design services for the New Wasilla Public Library Design. The proposed structure of the ASCG team is graphically illustrated in the organization chart below.



ASCG's Senior Vice President/Buildings Division Manager, Joe Caperton, AIA, NCARB, will be the Contract Manager and have overall responsibility for the contract and the administrative relationship between the City and ASCG. After execution of the Contract, his work will primarily consist of general oversight to monitor progress and to ensure the successful delivery of quality services to the City.

Ron Bissett, Senior Architect will be our Project Manager. He will be the primary point-of-contact with the City and will have overall responsibility for the performance of project tasks. Ron will ensure coordination of the project team and provide liaison between the City and ASCG project staff. He will be responsible for determining the resources needed to meet schedules and will perform administrative duties for project cost accounting, establish project goals, and review all submittals.

PROJECT MANAGER'S EXPERIENCE

Our Project Manager, Mr. Ron Bissett, AIA, has many years of experience managing projects similar to the new Wasilla library. Licensed in 1984, Ron began his professional practice in the Mat-Su Valley and is a Mat-Su Valley resident. He has more than 30 years of experience in the architecture and construction industries and has served as Project Architect for many varied projects throughout Alaska. Ron is experienced in project management, programming, project design, and construction administration on a variety of projects. Ron has been providing professional services to governmental and state entities throughout his entire career. He has served as Project Architect and/or Project Manager for the Mat-Su Borough, City of Bethel, City of Soldotna, North Slope Borough, Federal Aviation Administration, U.S. Army Corps of Engineers, and numerous state agencies.

Ron is a founder of the Alaska Craftsman Home Program and is well versed in the building science of arctic construction. Prior to joining ASCG, he served as Construction Manager with the Alaska Housing Finance Corporation (AHFC). In this position, Ron helped improve the basic AHFC/PHD housing unit so that they now meet the five-star level of Energy Rated Homes in Alaska. He designs with AutoDesk REVIT buildings parametric design software to provide quality design documents.

In order to effectively analyze data which directly affects the project, our Project Manager generally follows these principles.

- Determine relevance,
- Identify affected disciplines
- Disseminate information to discipline lead for incorporation
- Backcheck

Communication is a key element for this project. ASCG proposes that the City assign an individual to act as the single point of contact (SPOC) for the project. ASCG's Project Manager will act as the Design Team SPOC. All communication between the City and ASCG, whether it involves design issues, technical data, contract details or scheduling issues will include the two SPOCs. By adhering to the SPOC concept, we will minimize information gaps and keep all aspects of the project on the same page. This is not to say that there will be an information bottleneck at the SPOC. Foundation stakeholders and design team members are encouraged to communicate through various media (email, phone, fax, etc) as often as needed, just as long as the SPOCs are kept well informed of all conversations that take place.

Scope definition is another critical element for a successful project. The ASCG project manager is tasked with ensuring that the scope of services for the contract and the scope of requirements for the facility are clearly understood by all involved parties. During the Project Kickoff and initial investigation, a majority of the scope is defined. It is important to clearly determine what has been decided (a "done deal") and what is open to further design and development. Other elements impacting the design must also be evaluated. These can be wide ranging and may include site selection, site attributes, community aspects, financial restrictions and special needs of one or more stake holders. Once the scope is determined and the influencing factors are determined, design in earnest may begin. The scope of the project is subject to change during the design phase. Design decisions made will impact other areas. The ASCG project manager must continue to update the agreed upon scope of work, modifying and adding detail as the design develops. ASCG will use a

bi-weekly reporting system to track project progress and manage the work.

Ron's Project Related Experience

(Full Resume Included in Resumes section)

Kaveolook School Renovation and Library Addition – Kaktovik, AK. Ron was the Project Manager for the architectural and engineering design of a 1,900-square foot library addition and 1,000-square foot renovation of the existing library into a multi-purpose room.

Barrow High School Addition and Renovations – Barrow, AK. Ron was the Project Architect for the remodel of a science classroom, a 2,000-square foot addition to the band room, a 3,000-square foot addition to the academic wing to add two science classrooms and one science laboratory, and the remodel of the home economics space into an Inupiat Studies classroom.

Senior Citizens Center Improvements and Gift Shop Addition – Palmer, AK. This project remodeled the existing building to incorporate a new full service kitchen, add ADA access and a new dining room.

Houston High School – Houston, Alaska. Ron was the full-time Owner's Project Representative during the Construction Phase of this 80,000 square foot facility. He provided daily reports and photographs of the contractor's progress, ensured that project information was flowing, observed tests, and aided the Owner in the review of proposal requests.

FIRM EXPERIENCE

Clients demand unique facilities that address their internal functions while providing an appealing environment. Whether designing a new building or renovating an existing structure, ASCG views every project as an opportunity to create a facility that is functional, cost-effective, energy-efficient and is aesthetically appealing. ASCG's experience with similar projects is highlighted below.

Kaveolook School Addition And Renovation - ASCG (2004)

Kaktovik, Alaska

North Slope Borough School District,

ASCG was responsible for the architectural and engineering design of a 1,900-square foot library addition and 1,000-square foot renovation of the existing library into a multi-purpose room for the Harold Kaveolook School. The library included a librarian desk and check out counter, reading area, stack area, teaching area, AV storage and unisex toilet. The work involved extensive reworking of the existing roof to allow for the new addition and limit the snow drifting on the roof and to cover the existing entry stair and deck. The library interior featured a suspended corrugated, acoustic metal ceiling and exposed fabric ducts to give the space color and texture. The existing ADA ramp was removed and reused at the entry near the bus drop off area.



USACE Fort Richardson Community Center - ASCG (2003)

Fort Richardson, Alaska

U.S. Army Corps of Engineers, Ms. Marichu Relativo 907.753.2729

ASCG prepared a design/build RFP and completed design for a new 50,000-square foot community center building at Fort Richardson. The ASCG team attended a four-day design charrette that identified the program for the new facility for the Post Library, the Distance Learning Program and the Education Center. Civil work on this project included parking facilities, an access road, pedestrian access, force protection structures, and supplying water, sewer, natural gas and electric utilities to the facility.

Whittier Multi-Purpose Complex Planning - ASCG (2005)

Whittier, Alaska

City of Whittier, Rick Hohnbaum (former City Manager) 541.271.3603

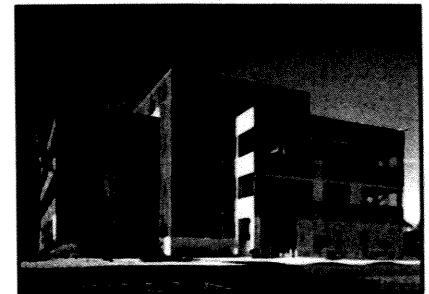
ASCG developed a multi-purpose complex in Whittier, Alaska. The complex is intended to include a library, health clinic, government offices, police and fire department and rental space. The work included conducting meetings to discuss the site location, building orientation and facility use. It also included numerous coordination meetings with local government officials, proposed tenants, funding sources and city department directors.

Valdez Marine Terminal Office Building - ASCG (2002)

Valdez, Alaska

Alyeska Pipeline Service Company, Dick Trudell 907.834.6133

The Valdez Marine Terminal Office Building is the new headquarters for the Alyeska Pipeline Service Company. The facility incorporates 45,000 square feet of office space on three floors. The facility's steel structural system provides the necessary strength to resist the excessive snow and seismic loads that characterize Valdez. The basic mass elements of this facility were staggered to create dramatic exterior elevations, while utilizing easily constructed and maintained building materials and finishes.



The lower floor of the building is finished with an exterior insulation and finish system, while the upper floors are clad in insulated metal panels. The facility's interior incorporates 10' 6" ceilings and light shelves at the windows, which bounce natural light deep into the building's interior. The interior fixtures and finishes were carefully selected to enhance the work environment while maintaining the professional image desired by Alyeska.

In addition to building design, ASCG performed all of the space planning and tenant improvements, and coordinated the purchase and installation of the furnishings, including systems furniture.

Eben Hopson Middle School Addition - ASCG (1998)

Barrow, Alaska

North Slope Borough, David Hodges 907-561-6605

ASCG was responsible for the design and construction documents, bidding and administration of the construction contract for this 8,200 square foot addition to the existing middle school, also designed by ASCG. The addition included a large multi-purpose room with a stage, lighting and rigging for middle school stage productions. A full-service commercial kitchen was also included. The multi-purpose room design included acoustical considerations and a sound booth. This room also functions as a meeting space for the community. To date, it has hosted weddings, community meetings and cultural events.

Isaac Benton & Associates Experience

Due to his strong interest in and advocacy for public libraries, Isaac Benton is a member of the American and New Mexico Library Associations and the Public Library Association. He attempts to keep abreast of key issues involved in the provision of library services to the general public. Public libraries are key to the maintenance of an informed, democratic society. A literate and educated populace is also critical to our community's economic strength.

We view the primary goal of public libraries as supporting an informed public and lifelong learning. Library staff are often "stretched thin" by budgetary constraints. Information technology can help patrons "think like a librarian", making the actual librarian more productive. With that in mind, following are the most important functions and services required:

- Maximizing public access to culture and information (print and digital)
- Promoting intellectual freedom and freedom of speech
- Maximizing the effectiveness of limited library staff
- Increasing patrons' capacity for self-help
- Basic computer training for those not receiving it in school
- Providing computers and internet service for those in need
- Internet and online database training
- Career assistance for an evolving economy
- Literacy training on individual dedicated workstations
- Support for tutors, students with special needs, and second language literacy
- Teen services and programs
- Providing program and event space for education and culture

Santa Fe Southside Library & Plaza - IBA (Currently Under Construction)

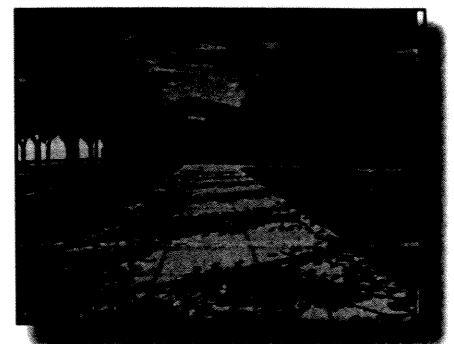
Santa Fe, New Mexico

Susie Sonflieth, Library Services Director 505.955.6788

The new 37,000 sq. ft. branch library will serve as a "mini-Main" Library, with technical services moving from Downtown to provide more public and collection space in that facility. Complete building program and furnishings selection.

Southside Library Plan Includes:

- Green design throughout
- Thorough participatory co-design process / prioritization including public and staff design workshops.
- Site design for visibility, access, and crime prevention, solar, views



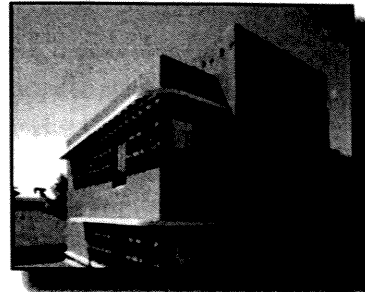
- Full-spectrum direct/indirect artificial lighting with photo-sensor controls
- Daylighting in every reading area and staff work space
- Additional conduits throughout for future data network and power flexibility
- Landscaped urban plaza utilizing rainwater harvesting, native landscaping all areas
- Variety of quiet public reading areas separated from public use computer areas
- High-efficiency heating/air conditioning with 23 zones
- Friends' store
- Young Adult (teen) room
- Outdoor reading terraces
- Low-maintenance materials
- 30,000 gallon rainwater collection system

Socorro Public Library - IBA (1997)

Socorro, NM

Beverly McFarland, 864.7522

This challenging project required the design of a 4,500 sq. ft. addition in a small courtyard behind the existing historic library in the central Socorro National Historic District. A Master Plan for redevelopment and renovations to the existing building was also prepared. We helped negotiate a construction access easement with the church and neighbor next door to allow for construction to take place. An integrated design applied heating materials, daylighting, and solar energy to the project.



Socorro Library Plan Includes:

- Three story addition
- Direct / indirect lighting provides reading comfort with good ambient light
- Existing children's room renovated to a reading and archival room for the Southwest Collection
- Young adult area created within existing building
- Addition includes new children's room with tutor stations, program area and a staff/technical services area
- Computer/CD ROM stations incorporated into the design providing flexibility for future computer wiring needs
- Shaded south-facing operable windows, in-floor radiant heat, evaporative cooling and small west windows provide energy efficiency and comfort within a limited budget



Land Design North's Experience

LDN worked as a sub-consultant to complete site design work for a new community library for the town of Homer. LDN worked closely with the community at both at public meetings and with the steering committee to carefully integrate the site into the surrounding community. Site planning work included vehicular circulation, pedestrian circulation, parking, and landscape enhancements for the new facility. Strong community participation and the design team's desire for a sustainable design led to the registration of the project for LEED (Green Building Design) Silver Certification.. There is a planned emphasis on reduced site disturbance, erosion and sedimentation control, storm water management, native landscape

and local material sources. The building is envisioned as an anchor for the heart of Homer, complete with a vibrant green belt, civic trails and places of contemplation. Key personnel included Terry Schoenthal as Principal-in-Charge and Laura Minski as landscape designer.

METHODOLOGY

ASCG has reviewed the RFP and has a clear understanding of the required services for the Wasilla Public Library. We will develop two design concepts and schematic design documents for the specific Scope of Work (SOW) outlined in the RFP.

We understand that the project will involve preliminary planning and programming, the production of two conceptual designs and, after selection of a concept, a schematic design and construction cost estimate will be completed for an approximate 45,000 square foot public library facility. During the development of the conceptual and schematic designs ASCG will lead presentations of the options to the City of Wasilla and a presentation of the schematic development of the chosen option.

ASCG is one of the few firms in the state that can provide its clients with in-house design services for all disciplines. This unique quality streamlines the design process and improves design coordination which results in reduced change orders, down time, and overall project construction costs for the Owner. This includes interiors and furniture specialists to ensure the building can accommodate the furniture systems to be used in the library. In addition, ASCG has retained three experienced specialty consultants on our team – including an experienced library design consultant, landscape designer, and a cost consultant.

ASCG utilizes Autodesk AutoCAD 2006, Revit Buildings 9 and Revit Structural 3 to produce design and construction documents. Revit is one of the leading building information modeling programs available and is being used to design the 'Freedom Tower.' Purpose-built for building information modeling (BIM), Revit mirrors the real world of architecture by letting us work on buildings holistically, rather than in terms of separate floor plans, sections, and elevations. Revit supports all phases of architectural and structural design from massing and conceptual studies through to modeling, visualization, detailed construction drawings and schedules. With its parametric change engine design and documentation always stays coordinated, consistent, and complete. We can show the City any section or perspective view of the building that may be desired from any viewpoint and sun studies for any time and date.

Our approach to the design and production of this project will focus on the following principles:

- Sound Project Management Principles: A "hands-on" approach to the day-to-day project management requirements, to ensure that the project scope, budget and schedule are maintained;
- Communication: Maintain a regular dialogue with the City of Wasilla and Library staff throughout the conceptual and schematic design process.
- Quality Control: Following established methods of project quality control to minimize construction issues;
- Cost Control: Careful review of documents during design to establish and maintain the project within established budgets;
- Credible solutions responding to building design requirements: Realizing the Owner's vision for the building within the budget and schedule.

A project schedule can be found on the following page.

Wasilla Public Library Scope of Work

The City of Wasilla (COW) is developing plans for the new Wasilla Public Library and has requested that ASCG, Inc. develop a scope of work that will not exceed the available design funding of \$78,000, and provide the City with; 1. a documented public process providing input and buy-in by the community, and, 2. an information package for the project to allow the City to seek further funding for the project (this package will include plans, architectural “style” options and/or renderings, cost estimate and scale massing model). The work will include the following components:

- A. Kick-off meeting with ASCG/Integrated Design & Architecture (IDA, formally Isaac Benton & Associates), the City of Wasilla (COW), and Wasilla Library Staff (WLS) to tour the existing library, discuss the program and goals, establish project communication, discuss participant roles responsibilities, and authority.
- B. On the second day following the kick-off meeting, IDA will present a power point presentation for a public meeting to describe the project and to give examples of different library solutions to guide the solicitation of public input on basic design and programmatic issues. Ike Benton will facilitate the meeting and gather input from attendees with assistance from Ron Bissett. The COW will be responsible for advertising the meeting and providing a meeting location. WLS will also attend the meeting to assist with questions and answers.
- C. ASCG/IDA will produce a summary of the public process and a discussion of the design implications of the public input. Through communication between the designers, COW, and WLS a consensus will be reached for the general direction of one conceptual design floor plan layout.
- D. ASCG/IDA will produce preliminary drawings for the concept and through reviews by the COW and WLS will fine tune the concept. The concept will then be developed into more detailed floor plans, elevations, building sections, perspectives, and cost estimate to fully depict what the building will look like and how it will function.
- E. The completed concept will be presented by ASCG/IDA to the COW Council and the public for comment and approval. ASCG/IDA will produce a summary of the process.
- F. The conceptual design will then be finalized by incorporating public, COW, and WLS comments on the design. The concept will be finalized with narratives, floor plans, elevations, building sections, perspectives, renderings, and cost estimate in electronic and physical formats determined by the COW to facilitate obtaining funding the facility.

CITY OF WASILLA

• Purchasing •

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

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

REQUEST FOR PROPOSAL

No. 0633-0-2007/WM

New Wasilla Public Library Design Services

FINAL SCORES

The qualifications based review scoring process as well as presentation/interview scoring process has been completed and the results are as follows:

Qualifications Based Scores				
	Scorer #1	Scorer #2	Scorer #3	Total
USKH	94	91	97	282
RIM Architects	98	88	93	279
ASCG	86	88	97	271
Cut off for interviews				
Architects Alaska	88	83	91	262
ECI/Hyer	88	85	89	262
Kumin Associates, Inc.	90	76	93	259
Barnes Architecture	68	66	67	201

Presentation & Interview Based Scores				
	Scorer #1	Scorer #2	Scorer #3	Total
ASCG	114	116	117	347
USKH	104	110	98	312
RIM Architects	94	63	63	220

Total Points Scored	
	Total
ASCG	618
USKH	594
RIM Architects	499

CITY OF WASILLA

• Purchasing •

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

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



REQUEST FOR PROPOSAL

No. 0633-0-2007/WM

New Wasilla Public Library Design Services

PROJECT ABSTRACT

The City of Wasilla is requesting proposals for professional design services for the new Wasilla Public Library.

RELEASE DATE

August 8, 2006

A pre-proposal conference has been scheduled for 1:00 p.m., Wednesday, August 23, 2006 at the City of Wasilla Council Chambers, 290 E. Herning Avenue, Wasilla, AK 99654.

SUBMISSION DEADLINE

September 6, 2006 @ 5:00 p.m.

A firm that submits a proposal MUST be on the official City of Wasilla planholder list which is maintained at:
http://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=712050.

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

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

For additional information, please contact:

William Miller, Purchasing Officer

(907) 373-9047

RFP No. 0633-0-2007/WM

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**See Section 10, for instructions on submitting proposals.
See Section 13, Submission Checklist.**

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Attachment A

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

Attachment B

Reference Questionnaire

Attachment C

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

Attachment D

Wasilla Public Library background information – present and proposed library

Attachment E

Sample Contract

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

1. OVERVIEW OF PROJECT

- 1.1. The City of Wasilla is requesting proposals and intends to select a qualified firm or individuals interested in performing professional planning and architectural services for the preparation of an assessment of the new City Library.
- 1.2. The objective is to provide a preliminary design and cost estimate that will provide the City with accurate data to secure additional funding for the construction phase of the project and to define minimum property acreage required for the project.
- 1.3. The new Library, shall be designed and constructed, to be welcoming and comfortable, and of sufficient size to accommodate the numerous and varied programs requested by the community.
- 1.4. The building's design will make self-orientation simple for the user, serve patrons of all ages and many levels of ability and mobility, and provide a facility that can be reasonably operated and maintained within a modest budget.
- 1.5. The new library will provide excellent design of the following elements: lighting, acoustical and vibration isolation, comfortable seating, technology infrastructure, and discrete areas organized by function for events, quiet reading, research, browsing, study, meetings, teen area and adequate accommodations for the staff to perform their functions, efficiently and effectively.
- 1.6. The Library shall be designed to allow for future technologies and increased demand. The design must accommodate the collections, furniture and equipment in current demand as well as those of the future, and must include functional flexibility for unknown needs. It will be designed to provide both a dynamic and creative environment and also designed to provide specific areas as a quiet and tranquil haven.
- 1.7. It is the intent of the project that the principal architectural characteristics, layout, style and materials shall provide the City of Wasilla with a library that when completed, will provide a highly efficient and very functional library. Lastly, the new library shall have an inspiring presence in the community.

2. BACKGROUND INFORMATION

- 2.1. For complete background information on the current and proposed library, see Attachment D.

3. MINIMUM QUALIFICATIONS REQUIRED TO SUBMIT A PROPOSAL

A minimum of three (3) years design experience, preferably in a public use building design, to meet the unique needs of designing a library based upon multiple input sources is required to submit a proposal. Particular focus will be given to the successful completion of similar projects, and those individuals/companies who are not experienced in this scope of work are asked not to submit as their proposal will be deemed non-responsive. In addition, project management experience and a

demonstrated ability to meet required time schedule is required. Consideration will be given to location of the firm's office and resulting availability of the firm for meetings with staff and others.

4. ACRONYMS/DEFINITIONS

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

<i>AAC</i>	Alaska Administrative Code
<i>Awarded Company</i>	The organization/individual that is awarded and has an approved contract with the City of Wasilla for the services identified in this RFP.
<i>City</i>	The City of Wasilla and any agency identified herein.
<i>City Staff</i>	Any City of Wasilla department head or their designee
<i>Contractor/Vendor</i>	The vendor or vendors that will be developing the code, installing the MDC equipment, etc.
<i>Department</i>	Any City of Wasilla department including the Office of the City Clerk, Finance, Public Works, Wasilla Police Department, etc.
<i>Evaluation Committee</i>	An independent committee comprised of a majority of City officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to WMC 5.08.120.
<i>Proposer</i>	The company submitting a proposal in response to this RFP.
<i>May</i>	Indicates something that is not mandatory but permissible.
<i>RFP</i>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection under WMC 5.08.120.
<i>Shall/Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the City may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.
<i>Will</i>	Expected or required.
<i>WMC</i>	Wasilla Municipal Code

5. SCOPE OF SERVICES

The City of Wasilla is soliciting proposals from qualified firms to provide architectural design services for the new Wasilla Public Library. Only those firms with relevant design experience are encouraged to apply. Firms are invited to submit proposals regarding approach to the design of the project, client input, experience working with groups in public meetings, and the timeline for the project. The selected architect will be requested to proceed with schematic design (35%) and City Planning Review.

5.1. CONCEPTUAL DESIGN PHASE

- 5.1.1. Consultant to prepare organizational meeting to introduce team members, establish project communication, discuss participants' roles, responsibilities, and authority with the City.
- 5.1.2. Consultant shall tour existing library facility in order to become familiar with the library to include desirable elements and avoid undesirable elements in the design where possible. Obtaining input from City personnel will be critical.
- 5.1.3. Consultant to prepare at least two conceptual design alternatives that address, at minimum: building elevation, floor plan, book drop-offs, and related concerns.
- 5.1.4. Consultant to prepare pre-schematic site plan diagrams, and three-dimensional study massing models, for alternatives. Massing models shall address solar impacts on the building, including glare, warming, and other effects, and illustrate day and night conditions from both interior and exterior perspectives assuming a flat lot with south facing exposure.
- 5.1.5. Consultant to conduct meeting to present alternatives study massing models, and site plan diagrams for review, with the City to select a preferred alternative for refinement.
- 5.1.6. Consultant to revise and finalize City's selected alternative.
- 5.1.7. Consultant to conduct meetings to present final site plan design for review and approval by the City.

5.1.8. SCHEMATIC DESIGN

- 5.1.8.1. Consultant shall conduct meeting(s) to present the conceptual building alternatives to the public and administration for their review, decision making and approval.
- 5.1.8.2. Consultant to refine schematic plan based on meeting and other review comments.
- 5.1.8.3. Consultant to do preliminary code compliance review per City Planning Department requirements.
- 5.1.8.4. Consultant to prepare schematic design package and statement of probable construction cost.

- 5.1.8.5. Consultant shall provide all services necessary for the preparation of schematic design documentation for review and approval by the City. Said Schematic documentation shall be based on the City approved conceptual design and shall be of sufficient scope and detail to fix and describe the size and character of the project.
- 5.1.8.6. Schematic design documentation services to be provided by Consultant shall include, but not be limited to, the following:
- 5.1.8.6.1. Architectural design/documentation services, including development of all schematic design documents necessary to establish the final scope, relationships, forms, size, appearance and cost of the project.
 - 5.1.8.6.2. The schematic design documents shall include scale drawings for the following:
 - 5.1.8.6.2.1. the site plan.
 - 5.1.8.6.2.2. preliminary building plans depicting the area and configuration requirements for all interior and exterior spaces and demonstrating the solution for pedestrian & vehicular access and adjacency requirements;
 - 5.1.8.6.2.3. sections including the context; elevations including the context; and, colored plan diagrams showing programmed uses and circulation.
 - 5.1.8.6.3. The Schematic design documents shall include study models, perspective sketches, electronic modeling or combinations of these media. Models shall illustrate the building's day and nighttime appearance from interior and exterior perspectives and the impact of solar effects on the building.
 - 5.1.8.6.4. The Schematic design documents shall describe preliminary alternatives for materials, finishes, systems and products including an evaluation of their life cycle cost, durability.
 - 5.1.8.6.5. The Schematic design documents shall describe preliminary selections of major building systems and construction materials.
 - 5.1.8.6.6. The Schematic design documents shall indicate site improvements including landscaping outdoor spaces and location and layout of parking for employees, city vehicles and visitors, deliveries, book drops, refuse collection, pedestrian access, and define property acreage needed. It shall also include a description of materials and equipment.
- 5.1.8.7. Consultant shall submit one (1) electronic digital set, one (1) set of reproducible, and six (6) copies of schematic design documents for the City.
- 5.1.8.8. Consultant shall carefully review and respond to the comments of City.

- 5.1.8.9. Consultant shall address all review comments and revise schematic design documents as required by the City.
 - 5.1.8.10. Consultant shall conduct the meeting to present schematic design package for review by City personnel.
 - 5.1.8.11. Consultant to finalize schematic design package incorporating comments from the value engineering session.
 - 5.1.8.12. Consultant shall conduct a meeting for review and approval of the schematic design package.
 - 5.1.8.13. Consultant to prepare renderings and appropriate study models sufficient to communicate design intent to a broad audience.
 - 5.1.8.14. Consultant to prepare and present the schematic design package to the Department Heads, City Council, and to at least one community meeting, as directed by the City.
 - 5.1.8.15. Consultant to prepare and submit a complete site development permit application to the Planning department for review and approval.
- 5.2. The individual or firm's assigned staff person shall have no conflicts of interest, particularly any business or legal connection with other parties involved in the design and construction process or providing services to library construction suppliers. Supervisors of staff having a conflict of interest and principles of companies in which any employee has a conflict of interest shall be considered to have a conflicting business connection.

6. STATEMENT OF QUALIFICATIONS (SOQ) REQUIREMENTS

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

- 6.1. TABLE OF CONTENTS - Clearly identify the materials by section and page number.
- 6.2. LETTER OF TRANSMITTAL - Limited to two (2) pages.
 - 6.2.1. Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.
 - 6.2.2. Give the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.

- 6.2.3. The letter must be signed by a corporate officer or other individual who has the authority to bind the firm.
- 6.2.4. An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in the State of Alaska.
- 6.2.5. Statement of interest and qualifications which shall, at a minimum, address the following areas.
- 6.2.5.1. Firm Organization - The proposal should state the size of the proposer's firm, the size of the firm's staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. If the firm is a joint venture or conglomerate, the qualifications of each firm comprising the joint venture or conglomerate should be separately identified, and the individual that is to serve as the primary contact with the City should be noted. Included in this section shall be company background/history and why firm is qualified to provide the services described in this RFP. In addition, the length of time firm has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- 6.2.5.2. Firm Experience - The proposer's demonstrated experience, abilities, and past performance in designing projects of this magnitude – be specific. Please list any other information that relates directly to the proposer's ability to perform the requested services. In particular, the City is interested in similar engagements with other municipalities. Indicate the scope of work, date, engagement partners, total hours and the name and telephone number of the principal client contact.
- 6.2.5.3. Firm Personnel - The proposal shall identify the planner/designer/architect assigned to the City, and any other management staff, including other supervisors and specialists, who would be assigned to this project. The experience of all of the personnel referenced in this section must be included.
- 6.2.5.3.1. Number of employees both locally and nationally.
- 6.2.5.3.2. Location(s) from which employees will be assigned.
- 6.2.5.3.3. Also include resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- 6.2.5.4. 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 Wasilla by acquiring a City of Wasilla business license.*
- 6.2.5.5. 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.**

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

6.2.6. Project Planning - Please provide a complete project plan detailing all short-term and long-term project milestones, deliverables, tasks, dependencies, resources, costs, and timeline required for the successful completion of the plan.

6.2.7. Identification of Anticipated Potential Implementation Problems - The proposal should identify and describe any anticipated potential implementation problems, proposer's approach to resolving these problems and any special assistance that will be requested from the City.

6.2.8. Methodology - The expected organizational arrangements of the firm and the proposed method of performing the defined services. Such description should include, at a minimum, identification of the lead planner/designer/architect to be assigned to the project and the general workflow.

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

6.2.10. State whether the firm or any of the firm's employees employed by the City of Wasilla, any of its political subdivisions or by any other government? If "Yes," specify if that employee is planning to render services while on annual leave, compensatory time, sick leave, or on his own time?

6.3. REFERENCES - Firms shall provide a minimum of two (2) references from similar clients performed for private, state and/or large local government clients within the last three years. **Firms are required to submit Attachment B, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Purchasing Officer.** It is the firm's responsibility to ensure that the completed forms are received by the Purchasing Officer on or before the proposal submission deadline for inclusion in the evaluation process. Business References that are not received, or are not complete, will adversely affect the firm's score in the evaluation process. The City may contact any or all business references for validation of information submitted.

6.3.1. Firms who have previously had reference questionnaires submitted for City of Wasilla RFPs posted during the past 12 calendar months shall simply submit an email inquiry to wmiller@ci.wasilla.ak.us for verification that they are on file. Once you have received a reply email verification from the Purchasing Officer that they are on file, simply include a copy of the email with your proposal. No other reference questionnaires will be required.

6.4. 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.

7. COST

7.1. Sealed cost proposals shall be submitted under separate cover at the same time as the proposal (see Section 9.19). No municipal contracts shall be awarded wherein the fee is stated as a percentage of the project cost. 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 past performance of the firms. Cost proposals are required to allow the city to obtain benchmarks for negotiation purposes.

8. PAYMENT

8.1. Payment for services must be negotiable to meet the needs of the City. The City generally pays for services billed on a monthly Net 30 basis, upon receipt of an invoice and using department approval. The City normally does not issue payment prior to receipt of goods or services.

9. SUBMITTAL INSTRUCTIONS

9.1.A pre-proposal conference shall be held on August 23, 2006 at Wasilla City Hall at 1:00 p.m. in the Wasilla Council Chambers located at 290 E. Herning Avenue, Wasilla, AK 99654. This is a non-mandatory meeting.

9.2.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 Purchasing Officer not later than the deadline for submitting questions stated above.

9.3. RFP TIMELINE -

<i>TASK</i>	<i>DATE/TIME</i>
Pre-Proposal Conference	08/23/06 @ 1:00 p.m.
<u>Deadline for submission</u>	09/06/06 @ 5:00 p.m.
Evaluation period	09/07/06 – 9/21/06
Selection of company	On or about 9/22/06

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.

9.4. SUBMITTALS - Proposers shall submit one (1) original proposal marked “MASTER” and five (5) identical copies to:

City of Wasilla,

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

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

REQUEST FOR PROPOSAL NO.: 0633-0-2007/WM
PROPOSAL SUBMISSION DEADLINE: 09/06/2006
FOR: New Wasilla Library Design Services

- 9.5. RECEIPT - **Proposals must be received at the above-referenced address no later than 5:00 p.m., Alaska Time, September 6, 2006.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Proposers may submit their proposal any time prior to the above stated deadline.
- 9.6. ERRORS - The City will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will **NOT** be considered; however, at the City's discretion, a proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposals may be modified by facsimile, e-mail or written notice, provided such notice is received prior to the opening of the proposals. Proposers may transmit proposal modifications by facsimile or email at their own risk. The City will not be responsible for any error or failure in facsimile or email transmission or receipt.
- 9.7. 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.
- 9.8. 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.
- 9.9. 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.
- 9.10. 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.

- 9.11. DETAILS - Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 9.12. SIGNATURE - The proposal must be signed by the individual(s) legally authorized to bind the company. See Attachment C of this RFP for the signature page and additional requirements.
- 9.13. CITY CONTACT - *For purposes of addressing questions concerning this RFP, the sole contact will be the Contract/Purchasing Officer. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective companies or their representatives.* This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 9.14. REVIEW - Proposers who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Officer. To be considered, a request for review must be **received** no later than the deadline for submission of questions.
- 9.15. RESPONSE - The Purchasing Officer shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.
- 9.16. 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.
- 9.17. CHANGES - If a proposer changes any material RFP language, proposer's response may be deemed non-responsive.
- 9.18. LICENSING - Proposers are cautioned that some services may contain licensing requirement(s). Proposers shall be proactive in verification of these requirements prior to proposal submittal. Proposals, which do not contain evidence of the proposer's possession of the requisite licensure, may be deemed non-responsive.
- 9.19. SUBMITTAL REQUIREMENT - Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. THE NARRATIVE/TECHNICAL PROPOSAL **MUST NOT** INCLUDE COST AND PRICING INFORMATION. While Technical and Cost proposals may be shipped together (i.e., in the same box/envelope), each proposal, inclusive of the master and requisite number of copies, must be bound or packaged separately.

10. PROPOSAL EVALUATION AND AWARD PROCESS

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

10.1.1. Firm Experience – Experience of the Firm – 30 points

This is based upon demonstrated knowledge of the principles and standards of architectural design. Number of years professional master plan design experience, number of years conducting this type of project, and number of years of direct experience with a government entity. Based upon information provided in 6.2.5.2 and 6.2.5.3.

10.1.2. 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 projects this person has or is currently engaged upon and their demonstrated knowledge of the principles and standards public use building design and planning. Based upon information provided in 6.2.5.3.3.

10.1.3. Methodology/Technical Approach – 20 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. The approach should be used to suggest innovations that can be applied by the City to help make the project as cost effective and efficient as possible. Based upon information provided in Section 6.2.7 and 6.2.8.

10.1.4. Communication – 10 points

This is based upon the written proposal of each firm. Is it clearly written? Does it conform to the stipulations of Section 9.9 through 9.12.?

10.1.5. Reference Questionnaire Responses – 10 points

Points will be awarded for each reference questionnaire received up to a maximum of two responses. 5 points for each positive questionnaire received will be awarded.

Note: Conflict of interest, financial stability and response from Section 6.2.5.5. will be scored on a pass/fail basis.

Proposals shall be kept confidential until a contract is awarded.

- 10.2. The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Wasilla WMC 5.08.020 and 5.08.120.
- 10.3. Each proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the proposer or in which the proposer has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The City reserves the right to reject any proposal based upon the proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures per WMC 5.08.160.
- 10.4. Clarification discussions may, at the City's sole option, be conducted with companies who submit proposals determined to be acceptable and competitive per WMC 5.08.120. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion. In

conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing companies.

- 10.5. A Notification of Intent to Award shall be issued in accordance with WMC 5.08.120 and 5.08.160. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Mayor and/or City Council, when required. Negotiations shall be confidential and not subject to disclosure to competing companies unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City upon written notice to all companies may negotiate a contract with the next highest scoring proposer or withdraw the RFP.
- 10.6. Any contract for more than \$30,000 resulting from this RFP shall not be effective unless and until approved by the City Council (WMC 5.08.070).

11. TERMS, CONDITIONS AND EXCEPTIONS

- 11.1. Performance of the proposer may be rated semi-annually following contract award and then annually for the term of the contract by the using City department in six categories: customer service; timeliness; quality; technology; flexibility; and pricing. The proposer will be notified in writing of its rating.
- 11.2. In accordance with WMC 5.08.190, this request for proposal is subject to the *local proposer* preference authorized by WMC 5.08.190, thus the city will reduce the proposal proposed by each local proposer by two and one-half (2-1/2) percent before evaluating bid or proposal prices for purposes of contract award. The reduction authorized is applied only for bid or proposal evaluation, and is not applied to the awarded contract price. A *local proposer* is a person who holds current Alaska, Matanuska-Susitna Borough, and City of Wasilla business licenses, submits a proposal under the name which appears on its current Alaska, Matanuska-Susitna Borough and City of Wasilla business licenses, and has maintained a place of business within the city staffed by the proposer or an employee of the proposer for a period of at least six months immediately preceding the date of submission of the proposal.
- 11.3. This procurement is being conducted in accordance with WMC Title 5.08.
- 11.4. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 11.5. The City reserves the right to waive informalities and minor irregularities in proposals received.
- 11.6. The City reserves the right to reject any or all proposals received prior to contract award (WMC 5.08.170).
- 11.7. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Wasilla after all factors have been evaluated (WMC 5.08.160).

- 11.8. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Officer's attention as soon as possible so that corrective addenda may be furnished to prospective proposers.
- 11.9. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the proposer's standard contract language. The omission of these documents renders a proposal non-responsive.
- 11.10. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.11. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.12. Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered per WMC 5.08.120(D). Proposers transmit proposal withdrawals by facsimile at their own risk. The City will not be responsible for any error or failure in facsimile transmission or receipt.
- 11.13. 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.
- 11.14. No attempt may be made at any time to induce any company or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 11.15. Prices offered by a Proposer in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded company agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded company for implementation of their proposal.
- 11.16. The City is not liable for any costs incurred by proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the company in responding to the RFP, are entirely the responsibility of the company, and shall not be reimbursed in any manner by the City.
- 11.17. All proposals submitted become the property of the City and will be returned only at the City's option and at the company's request and expense. The master copy of each proposal shall be retained for official files and will become public record after the award of a contract. If a company wishes individual pages which contain actual business propriety information to be held confidential, each page shall be marked and an explanation furnished of its propriety nature. In addition to marking individual pages, the proposal cover will also be annotated

with the words "THIS PROPOSAL CONTAINS PROPRIETARY INFORMATION." Confidential and Proprietary information is not meant to include any information which, at the time of disclosure, is generally known by the public and/or competitors.

- 11.18. A proposal submitted in response to this RFP must identify any utilization of independent counsel, and outline the contractual relationship between the awarded company and each independent counsel. An official of each proposed independent counsel must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the independent counsel has read and will agree to abide by the awarded company's obligations.
- 11.19. The awarded company will be the sole point of contract responsibility. The City will look solely to the awarded company for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded company shall not be relieved for the non-performance of any or all independent counsel.
- 11.20. The awarded company must maintain, for the duration of its contract, insurance coverage including \$100,000 Employers Liability and Workers Compensation, Commercial Automobile Liability (\$1,000,000 per occurrence and aggregate), and Professional Liability (\$1,000,000 per claim). Work on the contract shall not begin until after the awarded company has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- 11.21. Notwithstanding any other requirement of this section, the City reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the above-stated Insurance Schedule. It will be the awarded company's responsibility to recommend to the City alternative methods of insuring the contract. Any alternatives proposed by a company should be accompanied by a detailed explanation regarding the company's inability to obtain insurance coverage as described above. The City shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.
- 11.22. Each company must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, proposers affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a company's proposal. An award will not be made where a conflict of interest exists. The City will determine whether a conflict of interest exists and whether it may reflect negatively on the City's selection of a company. The City reserves the right to disqualify any company on the grounds of actual or apparent conflict of interest.
- 11.23. The City will not be liable for Federal, State, or Local excise taxes.

- 11.24. Execution of Attachment C of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment E 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.
- 11.25. The City reserves the right to negotiate final contract terms with any company selected WMC 5.08.120(E). The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded company's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded company's proposal, and the awarded company's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.26. Company understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any company misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 11.27. No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the City.
- 11.28. The City Attorney will not render any type of legal opinion regarding this transaction.
- 11.29. Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.
- 11.30. Supplies, services or equipment will not be purchased from companies that are known to be in violation of the Wasilla Municipal code without prior written approval from the Mayor per Administrative Policy No. 02-04.
- 11.31. The City reserves the right to conduct a background inquiry of each company and their employee that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the company consents to such an inquiry and agrees to make available to the City such books and records the City deems necessary to conduct the inquiry.

12. SUBMISSION CHECKLIST

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

Documents to be submitted with proposal:

1. Five (5) copies of technical proposals packaged separately.
2. Requested number of copies of cost proposals packaged separately.
3. Attachment C of the RFP completed, signed and notarized.
4. Primary Company Attachment A signed with confidentiality/exceptions noted.
6. Primary Company Information provided.
7. Reference forms sent out for Primary Company.

Attachment A

CERTIFICATION OF INDEMNIFICATION AND COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

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

This proposal contains proprietary information Yes _____ No _____

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

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

YES _____ NO _____ SIGNATURE _____
Company Officer

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

EXCEPTION SUMMARY FORM

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

Attachment B

REFERENCE QUESTIONNAIRE

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

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



CITY OF WASILLA

• Purchasing •

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

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

RFP # 0633-0-2007/WM REFERENCE QUESTIONNAIRE FOR:

(Name of proposer requesting reference)

This form is being submitted to you for completion as a business reference for the proposer listed above. This form is to be returned to the City of Wasilla, Purchasing Officer, via facsimile at (907) 373-9011 or e-mail at wmiller@ci.wasilla.ak.us, no later than 9/6/2006 at 5:00 p.m., and **must not** be returned to the company requesting the reference.

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

CONFIDENTIAL INFORMATION WHEN COMPLETED

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

QUESTIONS:

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

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

3. How would you rate the proposer's flexibility relative to changes in the project scope and timelines?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

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

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

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

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

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

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

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

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

Attachment C

PROPOSAL CERTIFICATION

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

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

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

CAUTION:

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

PROPOSAL CERTIFICATION

Request for Proposal

No. 0633-0-2007/WM

New Wasilla Public Library Design Services

CAUTION:

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

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

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

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

By initialing this space _____, Contractor hereby certifies that it accepts, in substantial conformity, all contract terms and conditions in *SECTION 12.20, CONTRACT & INSURANCE REQUIREMENTS*.

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

By initialing this space _____, Contractor specifically acknowledges that the business submitting this Proposal is located within the Wasilla city limits and that the business submitting this Proposal meets all of the qualifications outlined in Section 12.2 of this RFP.

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

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

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

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

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

Firm's Name (Print or type name)

Signature

Address

Print or type name

City, State, Zip Code

Title

Telephone: _____

Federal Tax I.D. No _____

Fax Number: _____

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

Notary Public for the State of _____

My commission expires _____

Attachment D

WASILLA PUBLIC LIBRARY BACKGROUND INFORMATION PRESENT AND PROPOSED LIBRARY

The Wasilla Public Library

Present and Future - Revised and Updated

City of Wasilla

Dianne M. Keller, Mayor

Bruce Urban, Manager of Cultural & Recreational
Services

KJ Martin-Albright, Library Director

Researcher & Technical Writer: Nina Zwahlen

Revised & Updated by: KJ Martin-Albright

Attachment E

SAMPLE CONTRACT

(For informational purposes only, parts of this contract are negotiable.)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

And

XXXXXXXXXXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXX
XXXXXXXXXX

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

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

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Mayor and/or Wasilla City Council.
2. **DEFINITIONS.** "City" means the City of Wasilla and any city agency identified herein. "Independent Contractor" means _____ which is an entity that performs services and/or provides goods for the City under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **CONTRACT TERM.** This Contract shall be effective from July 1, 2006 thru June 30, 2007, unless sooner terminated by either party as specified in paragraph (10).
4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any City specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENTS:

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

CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a total maximum cost as specified in the _____ Proposal to Provide _____ – Cost Proposal dated _____ for the scope of work as described in the referenced RFP on page __ and will be paid monthly. The City does

not agree to reimburse Contractor for any other expenses except those submitted in a change order. Any intervening end to appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

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

8. INSPECTION & AUDIT.

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

9. CONTRACT TERMINATION.

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

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

15. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the City, Contractor, as an independent contractor and not an employee of the City, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The City shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:
- a. Contractor has provided the required evidence of insurance to the Contracting Agency of the City, and
 - b. The City has approved the insurance policies provided by the Contractor.
 - c. Prior approval of the insurance policies by the City shall be a condition precedent to any payment of consideration under this Contract and the City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the City to timely approve shall not constitute a waiver of the condition.
 - d. Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:
 - i. Final acceptance by the City of the completion of this Contract; or
 - ii. Such time as the insurance is no longer required by the City under the terms of this Contract.
 - e. Any insurance or self-insurance available to the City shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.
 - f. *Workers' Compensation and Employer's Liability Insurance*
 - i. Contractor shall provide proof of worker's compensation insurance as required of Alaska Administrative Code Title 8.
 - ii. Employer's Liability insurance with a minimum limit of \$100,000 each employee per accident for bodily injury by accident or disease.
 - iii. If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.
 - g. *Commercial General Liability Insurance*
 - i. Minimum Limits required:
 1. \$1,000,000 General Aggregate
 2. \$1,000,000 Products & Completed Operations Aggregate
 3. \$1,000,000 Personal and Advertising Injury
 4. \$1,000,000 Each Occurrence
 - h. *Business Automobile Liability Insurance*
 - i. Minimum Limit required: \$1,000,000 Each Occurrence for bodily injury and property damage. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles). The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - i. *Professional 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 Contractor, ***The City of Wasilla, its officers, employees and immune contractors*** shall be named as additional insureds for all liability arising from the Contract.
 - ii. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

- iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.
- l. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City of Wasilla, c/o Purchasing/Contracting Officer, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.
- m. Approved Insurer: Each insurance policy shall be:
 - i. Issued by insurance companies authorized to do business in the State of Alaska or eligible surplus lines insurers acceptable to the City and having agents in Alaska upon whom service of process may be made, and
 - ii. Currently rated by A.M. Best as "A-VII" or better.
- n. Evidence of Insurance: Prior to the start of any Work, Contractor must provide the following documents to the contracting City:
 - i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
 - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection a above.
 - iii. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.
- o. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
- p. **Mail all required insurance documents to the Contracting Agency identified on page one of the contract. Address the required insurance documents as ATTN: PURCHASING OFFICER.**
- q. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any city, borough, state or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The City may set-off against consideration due any delinquent government obligation.
- 16. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
- 17. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- 18. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the City.
- 19. CITY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into City possession by Contractor upon completion, termination, or cancellation of this

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

Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Mayor and/or City Council.

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

VENDOR

Date

APPROVED:

Dianne M. Keller, Mayor

Date

ATTEST:

Kristie L. Smithers, CMC, City Clerk

[SEAL]

CITY OF WASILLA

•Purchasing•

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

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

REQUEST FOR PROPOSAL

No. 0633-0-2007/WM

New Wasilla Public Library Design Services

Addendum #1

5.1.8.11. Will a separate value engineering firm be retained for the value engineering study?
No, this will be an in-house effort with the design team.

5.1.8.15. This paragraph has been deleted.

6.4. The intent of this paragraph is to ensure the principal design firm awarded the contract will do a majority of the design services. The City realizes the principal design firm may have to subcontract specialized services; however a reasonable majority of the work shall be done in-house. It is NOT the intent of this requirement to limit this competitive solicitation to multi-discipline firms with specialized expertise in-house. Scoring is based upon Paragraph 10 – firm experience, the experience of the architect assigned to the project, methodology/approach, communication and references.

7.1. Is there a project scope level (size) that should be used for our cost proposals?
Yes, 35%.

Will the selected firm for this phase be the firm completing the design work to the 100% level?
The selected firm may or may not do the 100% design work depending upon project delivery method and timing of construction funding.

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ADDENDUM #2

Are we limited to only two (2) pages for Section 6.2?

Section 6.2 Letter of Transmittal states a limit of two (2) pages but continues to require other information such as firm organization, etc. The two (2) page limit only refers to Section 6.2.1, 6.2.2 and 6.2.3. The additional requested information should be no more than 20 pages per Section 6.

What is the budget for the Design services and construction?

The approved budget amount is \$78,000 for design services in 2007 and \$8,000,000 for construction.

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REQUEST FOR PROPOSAL

No. 0633-0-2007/WM

New Wasilla Public Library Design Services

ADDENDUM #3

Section 6. Statement of Qualifications (SOQ) Requirements has been changed as follows:

6. STATEMENT OF QUALIFICATIONS (SOQ) REQUIREMENTS

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

- 6.1. Table of contents - Clearly identify the materials by section and page number.
- 6.2. Letter of Transmittal - Limited to two (2) pages.
 - 6.2.1. Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.
 - 6.2.2. Give the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.
 - 6.2.3. An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in the State of Alaska.
 - 6.2.4. The letter must be signed by a corporate officer or other individual who has the authority to bind the firm.
- 6.3. Statement of Interest and Qualifications – Clearly address the following areas.
 - 6.3.1. Firm Organization - The proposal should state the size of the proposer's firm, the size of the firm's staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this

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

- 6.3.2. Firm Experience - The proposer's demonstrated experience, abilities, and past performance in designing projects of this magnitude – be specific. Please list any other information that relates directly to the proposer's ability to perform the requested services. In particular, the City is interested in similar engagements with other municipalities. Indicate the scope of work, date, engagement partners, total hours and the name and telephone number of the principal client contact.
- 6.3.3. Firm Personnel - The proposal shall identify the planner/designer/architect assigned to the City, and any other management staff, including other supervisors and specialists, who would be assigned to this project. The experience of all of the personnel referenced in this section must be included.
 - 6.3.3.1. Number of employees both locally and nationally.
 - 6.3.3.2. Location(s) from which employees will be assigned.
 - 6.3.3.3. Also include resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- 6.3.4. 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 Wasilla by acquiring a City of Wasilla business license.*
- 6.3.5. 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.**
- 6.3.6. Location(s) of the company offices and location of the office servicing any City of Wasilla account(s).
- 6.4. Project Planning - Please provide a complete project plan detailing all short-term and long-term project milestones, deliverables, tasks, dependencies, resources, costs, and timeline required for the successful completion of the plan.
- 6.5. Identification of Anticipated Potential Implementation Problems - The proposal should identify and describe any anticipated potential implementation problems, proposer's approach to resolving these problems and any special assistance that will be requested from the City.

- 6.6. Methodology - The expected organizational arrangements of the firm and the proposed method of performing the defined services. Such description should include, at a minimum, identification of the lead planner/designer/architect to be assigned to the project and the general workflow.
- 6.7. State whether the firm has been engaged under contract by any State or Municipal agency located within the State of Alaska during the last two (2) years? If "Yes," specify when, for what duties, and for which agency.
- 6.8. State whether the firm or any of the firm's employees employed by the City of Wasilla, any of its political subdivisions or by any other government? If "Yes," specify if that employee is planning to render services while on annual leave, compensatory time, sick leave, or on his own time?
- 6.9. References - Firms shall provide a minimum of two (2) references from similar clients performed for private, state and/or large local government clients within the last three years. **Firms are required to submit Attachment B, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Purchasing Officer.** It is the firm's responsibility to ensure that the completed forms are received by the Purchasing Officer on or before the proposal submission deadline for inclusion in the evaluation process. Business References that are not received, or are not complete, will adversely affect the firm's score in the evaluation process. The City may contact any or all business references for validation of information submitted.
- 6.9.1. Firms who have previously had reference questionnaires submitted for City of Wasilla RFPs posted during the past 12 calendar months shall simply submit an email inquiry to wmiller@ci.wasilla.ak.us for verification that they are on file. Once you have received a reply email verification from the Purchasing Officer that they are on file, simply include a copy of the email with your proposal. No other reference questionnaires will be required.
- 6.10. 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.

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REQUEST FOR PROPOSAL

No. 0633-0-2007/WM

New Wasilla Public Library Design Services

SHORT LIST

The qualifications based review and scoring process has been completed and the following three firms have made the short list and will be contacted for interviews. Following the interviews, a final cut will be made and negotiations will begin with the selected firm.

Interviews with the three firms allow the City compare the firms' different approaches to the project, as well as their interpretations and understanding of the specific project requirements. The design requirements for even simple projects can be quite complex, and at this stage, the firms will be limited to conceptual solutions. The interviews allow for evaluation of the personal styles of each firm's management and key personnel, and their compatibility with pre-identified criteria for the project.

It is imperative that design personnel assigned to the project, as well as key representatives from the firm's consultants, be present at the interview. It is also essential for the project users to be involved in the interviews. Direct interaction between the City/user and the professional consultant is essential for the development of a design that truly meets the City's needs.

The three firms selected for interviews are as follows:

ASCG, Inc.
RIM Architects
USKH, Inc.

City Of Wasilla
 Capital Improvement Project Detail
 Fiscal Year 2007
 Through Fiscal Year 2011

Project Title:

Project Number:
 (Assigned By Finance Department)

Project Description:

Ranking:
 (Assigned By Administration)

Department/Div.:

Project Narrative:

FY07 funding is proposed to hire an architectural consultant to prepare preliminary plans for a new library facility. This will include multiple options for public input. This information will be used to support lobbying efforts to the State and Borough for construction funding in the amount of \$8,000,000 for 30,000 square feet of library facility.

Impact on Operating Budget:

The existing library costs approximately \$9,000 annually for gas, phone, and electricity. Based on this, the new library is expected to cost 3 times the current cost or \$27,000 annually.

Project Cost Summary

Expenditure Category:

	Prior Budget	Project Expenditures To Date	Project Balance	Additions					Total CIP Cost
				Fiscal YR 2007	Fiscal YR 2008	Fiscal YR 2009	Fiscal YR 2010	Fiscal YR 2011	
Administration/OH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land	-	-	-	-	-	-	-	-	-
Design Services	-	-	-	78,000	-	-	-	-	78,000
Engineering	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	8,000,000	-	-	-	8,000,000
Equipment	-	-	-	-	-	-	-	-	-
Other Services	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-
Totals	\$ -	\$ -	\$ -	\$ 78,000	\$ 8,000,000	\$ -	\$ -	\$ -	\$ 8,078,000

Funding Source Summary

Funding Sources:

	Prior Budget	Project Revenue To Date	Project Balance	Additions					Total CIP Funding
				Fiscal YR 2007	Fiscal YR 2008	Fiscal YR 2009	Fiscal YR 2010	Fiscal YR 2011	
Federal:	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -	\$ -
State:	-	-	-	-	-	-	-	-	-
Legislative Grant	-	-	-	-	8,000,000	-	-	-	8,000,000
Local:	-	-	-	-	-	-	-	-	-
Operating Transfers	-	-	-	78,000	-	-	-	-	78,000
Totals	\$ -	\$ -	\$ -	\$ 78,000	\$ 8,000,000	\$ -	\$ -	\$ -	\$ 8,078,000

Cost Beyond 5-Year Program:

FIRM: ASCG INC		PROJECT TITLE: City of Wasilla Public Library										DATE: 12-Dec-06										
TASK NO.	TASK DESCRIPTION	Conceptual and Schematic Design of a 39,000 SF Public Library.										PREPARED BY: Ron DeLuca, AIA										
GROUP	METHOD OF PAYMENT	FF <input checked="" type="checkbox"/>	FFPR <input type="checkbox"/>	T&E <input type="checkbox"/>	CPFF <input type="checkbox"/>																	
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION																	TOTAL			
		Principal Architect	Project Manager	Project Architect	Senior Designer	Architectural Drafter	Structural Department Manager	Structural Engineer	Project Structural Engineer	Structural Drafting	Mechanical Department Manager	Mechanical Eng.	Mechanical Drafter	Electrical Department Manager	Electrical Engineer	Electrical Drafting	Struct. Civil Engineer	Civil Drafter		Planner	Admin/Specs	
Task 1 - Conceptual Design																						
1	Project Set/Management		2	1																6	\$1,415	
2	Coordination with Owner Design Team		1	2					1											2	\$600	
3	Data and Document Review			5	4																\$3,140	
4	Site Visit/Visual Meeting			16	8																\$2,490	
5	Public Input/Charrette			24		4															\$3,140	
6	Summarize Public Input and Preferences			16	4															4	\$2,140	
7	Generate Conceptual Design/Plan Studies			40	16	16														2	\$7,416	
8	Develop Order of Magnitude Cost			16					1	2				2							\$1,822	
9	QA/QC	1	4	4	2	4															\$1,480	
10	Present Conceptual Design to the City/Public			16	8	4															\$2,800	
11	Revise and Finalize Concept Design			24	4	16															\$3,900	
12	Develop Conceptual Design Package/Model/Rendering			32	8	16															\$4,860	
13	Present Final Conceptual Design to the City			16	4	8															\$2,950	
	Sub-tasks	\$330	\$605	\$18,170	\$5,220	\$5,760	\$143	\$545	\$142	\$0	\$142	\$433	\$0	\$176	\$898	\$0	\$0	\$0	\$0	\$0	\$1,702	\$30,837
Task 2 - Schematic Design																						
1	Project Management																				\$0	
2	Coordination with Owner Design Team																				\$0	
3	Conduct Public Meeting to Present Concept Design																				\$0	
4	Schematic Design																				\$0	
5	Code Compliance Review																				\$0	
6	Study Models/Sun Studies																				\$0	
7	QA/QC																				\$0	
8	Coordinate with Cost Estimator																				\$0	
9	Deliver Schematic Documents to the City																				\$0	
10	Revise and Respond to City Comments																				\$0	
11	Revise Schematic Documents																				\$0	
12	Present Revised Schematic Design to City																				\$0	
13	Value Engineering Session																				\$0	
14	Revise Schematic Documents for Value Engineering																				\$0	
15	Revise Construction Cost Estimate																				\$0	
16	Present Final Schematic Design to City for Approval																				\$0	
17	Prepare Renderings and study models																				\$0	
18	Present Schematic Design to Dept. Heads/Council/Public																				\$0	
	Sub-tasks	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL LABOR HOURS		2	7	213	56	72	1	4	2	0	1	7	0	1	7	0	0	0	0	20	395	
LABOR RATES (\$/HR)		\$165.00	\$115.00	\$90.00	\$90.00	\$40.00	\$143.00	\$135.00	\$81.00	\$97.00	\$142.00	\$119.00	\$104.00	\$136.00	\$129.00	\$95.00	\$143.00	\$133.00	\$97.00	\$85.00	\$85.00	
LABOR COSTS (\$)		\$330.00	\$809.00	\$19,170.00	\$5,220.00	\$5,760.00	\$143.00	\$540.00	\$162.00	\$0.00	\$142.00	\$833.00	\$0.00	\$136.00	\$896.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,700.00	\$30,837	
EXPENSES																						
SUB-TASK NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE																		
	P/W/ (per sheet)	20	\$20.00	\$400.00																		
	Prints (per sheet)	200	\$1.80	\$360.00																		
	Travel 100 miles RT @ \$0.37/mile (billed) (TEAM)	16	\$37.50	\$600.00																		
	PER. OREUM	16	\$12.00	\$192.00																		
	Miscellaneous (paper, supplies, etc.)	1	\$500.00	\$500.00																		
				\$0.00																		
				\$0.00																		
				\$0.00																		
	TOTAL EXPENSES			\$2,914																		
FIRM		LDN	BA	EP																		
AMOUNT	\$0	\$36,000	\$0	\$0	TOTAL CONSULTANTS \$36,000																	
COMMENTS		1. A site survey and geotechnical data is to be provided to ASCG by others.																				
FIRM'S TOTAL COST OF LABOR (per Fixed Price)		\$30,837																				
TOTAL EXPENSES		\$30,814																				
PROFIT @ 10% on Expenses		\$3,881																				
FIRM'S TOTAL COST (LUMP SUM)		\$77,962																				