



REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

City of Soldotna Economic Analysis of Annexation Alternatives

RFP SCHEDULE

Date of Release:	June 8, 2015
Non-mandatory Pre-Proposal Meeting:	June 22, 2015 at 9:30 A.M.
Deadline for Questions:	June 29, 2015 at 4:30 P.M.
Submittal Deadline:	July 8, 2015 at 4:30 P.M.
Interviews for Selected Consultants:	TBD
Award of Contract:	TBD

A pre-proposal conference will be held on June 22, 2015 at 9:30 A.M. at Soldotna City Hall, 177 N. Birch Street, Soldotna, AK. Interested parties may also participate via teleconference by calling 888-392-4560 and entering the participant code: 4897535#. Attendance is not mandatory, but is strongly recommended.

Proposals shall be received by 4:30 pm on the above date and delivered to:

City of Soldotna
ATTN: John Czarnezki
177 North Birch Street
Soldotna, AK 99669

PROJECT COORDINATOR CONTACT INFORMATION

All questions regarding this request shall be directed to the Project Coordinator:

John Czarnezki, City Planner
City of Soldotna
907.714.1246 or jczarnezki@soldotna.org

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1. Purpose and Background

1.1 Purpose

The City of Soldotna is issuing a request for proposals (RFP) to obtain professional services for an economic analysis, to evaluate the fiscal implications of different annexation scenarios, including the option to 'do-nothing.' The City desires an objective review of the economic costs and fiscal benefits of annexation that will help inform future annexation discussions and decisions. The City does not expect the consultant to provide guidance on annexation methods or on a decision to file an annexation petition.

The past four City of Soldotna comprehensive plans (1979, 1986, 1995, and 2011) have recommended that annexation be evaluated to address growth and development, cost-effective extension of public services, protection of sales tax base, and protection of the natural environment. The economic analysis will help the City begin the process of exploring whether annexation is consistent with the City's goals and objectives, and will help anticipate the financial feasibility of taking any additional steps, should the City desire to proceed.

The City anticipates spending no more than \$50,000 to develop the economic analysis, with a goal of project completion by April 1, 2016.

1.2 Background Information

Soldotna is located on the central Kenai Peninsula, at the junction of the Sterling and Kenai Spur Highways. Soldotna incorporated as a fourth class city in 1960 with 332 residents and an area of 7.4 square miles. Today, as a first class city, the population estimate is 4,299 year-round residents living within essentially the same 7.4 square miles¹.

Despite its small geographical size, Soldotna serves a broad population base. Of the Soldotna Public Library's 11,000 plus patrons, about 85 percent live *outside* city limits. The Soldotna Regional Sports Complex also serves the greater area with events like the home builders show, sports recreation & trade show, Kenai River Brown Bear Hockey, and Soldotna and Kenai high school hockey games and regional playoffs. About 50 public events are held annually at the Regional Sports Complex with attendance estimated at over 50,000.

The city is an education, medical, shopping, and business hub for the central peninsula, with a significant commuting population living in areas outside the city limits. Major employers in the City include the Central Peninsula General Hospital, Fred Meyers, Kenai Peninsula College, Safeway and the Kenai Peninsula Borough & School District.

POPULATION GROWTH

In terms of population growth, Soldotna is the fastest-growing city in the Kenai Peninsula Borough (KPB), gaining 3.6% from 2010 to 2014. This growth rate is higher than all other cities in the borough, and higher than the KPB growth rate as a whole². Population growth inside the City is consistent, but outpaced by

¹ There have been a few individual properties, adjacent to the City limits, who have been annexed into the City over the years with owner consent.

² 2015 Kenai Peninsula Situations and Prospects, KPEDD.

growth in adjacent, unincorporated areas of the borough. For the period from 2010 to 2014, the population within the Kalifornsky Beach census area (west of Soldotna) grew 7.5% and Sterling (north of Soldotna) grew 4.5%. This trend is consistent with growth rates from the decade prior to 2010. According to US Census data, in the decade from 2000 to 2010, the City of Soldotna's population grew 11%, Kalifornsky grew 34%, and Sterling grew 19%.

GEOGRAPHY

The Kenai River and associated wetlands have confined and shaped the City's pattern of growth. This has resulted in Soldotna being one of the most densely settled mid-sized cities in Alaska. The Kenai River winds through the City, and runs right through downtown. Commercial development is primarily located along the City's major highways (the Sterling, Kenai Spur, Kalifornsky Beach) as well as the areas adjacent to the highways. The section of town in between the river and two highways, is primarily developed with residential lots, institutional uses (such as the schools, post office, hospital, library and Borough building), and some light commercial uses. In the areas further from the core, we see a mix of developed and undeveloped land with residential, commercial, and recreational uses.

DEVELOPMENT AND LAND SUPPLY

New building development continues to be strong in Soldotna, particularly in recent years. In the period from 2010 through the first quarter of 2015, there was more total building square footage (commercial and residential development combined) constructed inside the City of Soldotna, than any other city in the borough. This was driven in large part by significant capital projects at Kenai Peninsula College and Central Peninsula Hospital, as well as new commercial and residential development in the private sector. During the 2014 building season, Soldotna issued thirty-nine building permits for new residential dwelling units, about double the historic annual average. Of all the land in the City, government entities (local, borough, state and federal) own approximately 41%, with the remaining 59% being privately held.

CITY SERVICES

The list of services the City of Soldotna provides include: local road construction and maintenance; water and sewer service; public safety; land use and zoning; building and public works; library; parks and campgrounds; animal control; municipal airport; and a memorial park (cemetery). These services are provided through the various city departments, under a "Manager" form of government.

The City does not provide fire and emergency services (which are provided by Central Emergency Services), solid waste collection and disposal (private, and KPB), platting (KPB), assessing (KPB), and tax collection (KPB). Residents both inside and outside the City limits receive these services, paid for through property tax mill rates levied by the borough.

WATER AND SEWER

The City of Soldotna operates four Class A ground water wells and distributes 2.8 million gallons of water a day through 37 miles of distribution pipe. Most of the infrastructure is located in the most densely settled parts of town: west of the Kenai Spur and Sterling Highways to the Kenai River. There are currently 1339 service connections, some of which are outside City limits: one extends to the Kenai National Wildlife Refuge south of the City; a second extends to Cook Inlet Academy off of K-Beach Road;

and a third extends north on the Kenai Spur Highway to the Alaska Maxi Mall. City water mains also run along Funny River Road where an enclave of unincorporated land is surrounded by the City on three sides.

Sewage treatment is provided through the City's 30 miles of sewer lines and 15 lift stations. Over 4,000 people are served. The design capacity is 1.2 million gallons per day. Like the water system, the majority of the sewer system is located in the center of Soldotna, but one line extends beyond the City limits to serve the Kenai National Wildlife Refuge headquarters. In addition, one sewer line travels through the unincorporated enclave on Funny River Road.

Altogether, there are nineteen water and sewer connections serving properties outside of City limits. Some of these landowners have signed annexation consent documents that state they are willing to be annexed in exchange for the city services.

TAX RATES

The City's property tax levy is 0.5 mills, a historic low. For property owners in the City, this represents approximately 7 percent of their total property tax bill, with the remaining 7.16 mills supporting general Borough administration, Central Emergency Services, and Central Peninsula Hospital. Since 2011, the total mill rate paid by City of Soldotna residents has been lower than the rate paid by residents in the unincorporated area just outside city limits.

The City levies a 3% sales tax, in addition to the 3% levied by the Kenai Peninsula Borough area wide.

For the fiscal year ending June 30, 2014, sales tax revenue accounted for almost 97% of tax revenue collected by the City, with just 3.3% coming from property taxes³. Maintaining a strong sales tax base is vital to the City's ability to fund public services and keep city property taxes low.

1.3 Additional Reference Materials

In addition to the information provided in this RFP, City planning and policy documents which may be of interest include:

- Envision Soldotna 2030 (Published 2011)
 - o <http://soldotna.org/home/showdocument?id=286>
- Comprehensive Annual Financial Report for fiscal year ending June 30, 2014.
 - o <http://soldotna.org/government/forms-publications>
- 2015 Kenai Peninsula Situations and Prospects
 - o <http://kpedd.org/2015-situations-and-prospects-report/>
- City of Soldotna Annexation Web Page
 - o <http://soldotna.org/government/annexation>
- City of Soldotna Municipal Code
 - o https://www.municode.com/library/ak/soldotna/codes/code_of_ordinances

³ Comprehensive Annual Financial Report for fiscal year ending June 30, 2014, page 77.

2. Project Scope and Specifications

2.1 Process

2.1.1 PROJECT MEETINGS

The Consultant will work with City staff to discuss project progress/direction, to acquire necessary materials already produced (e.g., mapping data), etc. Project meetings shall be established at the beginning and conclusion of the process, with additional meetings scheduled as necessary at the discretion of the City and/or Consultant. The Consultant and City staff shall present the final Economic Impact Analysis to the City Council, and attend any additional public meetings necessary, as determined by the Consultant and Project Coordinator.

2.1.2 COMMUNICATIONS

The Consultant shall maintain communication with the Project Coordinator to provide regular updates of progress. Communication will be used to gauge effectiveness of Consultant activities, to update City staff, and may be included on City social media outlets to communicate with stakeholders and the general public.

2.1.3 PROJECT SCHEDULE

Prepare a project schedule of events and regular updates, with the understanding that it may be modified to best suit the City's needs.

2.1.4 PUBLIC INPUT

Design and implement a process that offers opportunities for public engagement and input, and that meets the City's stated goals of transparency and inclusiveness. 2.1.5 COUNCIL MEETINGS

Present the final results and an executive summary of the economic fiscal analysis to the City Council.

2.1.6 ANNEXATION STANDARDS

Conduct the assessment of the economy and evaluate annexation options in a manner that is consistent with the policies and standards of Alaska Administrative Code 3 AAC 110.

2.2 Scope

The Consultant selected for the project is expected to conduct, at minimum, the tasks identified in Section 2 of this RFP. In the response to this RFP, the Consultant should provide detail and explanation on how the required deliverables are to be accomplished, and may suggest additional tasks as deemed necessary to meet the stated project objectives.

2.2.1 DEFINE STUDY AREA

The study area for the economic analysis shall include the City of Soldotna and areas surrounding the existing city limits. The City shall work with the Consultant to identify exact locations for analysis, with the most detailed review focusing on areas having the following characteristics:

- Areas already receiving City services, such as water and/or sewer utilities, or areas close to existing utilities where extension can be reasonably achieved or anticipated;
- Existing or potential commercial corridors or nodes near the City whose development has the potential to erode the City's sales tax base;

- Undeveloped or under-developed areas which provide opportunities for residential, commercial, or other types of development, and would benefit from City services and standards prior to development;
- Areas where a request has been received by the City to offer a service not available in the Borough.

With one exception, the study area for the economic analysis will not exceed the City's sewer and water service area boundaries. Maps of the service area boundaries can be found at: <http://soldotna.org/water-sewer-service-areas>. It is anticipated that the final area of study will occupy significantly less area than the service area boundary. The single exception is the area immediately to the south of Soldotna. This area includes the Tsalteshi Trail system lands, Skyview Middle School and the Arc Lake recreation site, and extends beyond the City's service area boundaries.

Interviews with staff, review of past and present annexation efforts, City plans, Local Boundary Commission (LBC) annexation procedures and standards, public input, and other relevant background data should be utilized to help define the study area and priorities.

The consultant shall then work to divide the overall study area into several smaller sub-areas, with like characteristics, for the purpose of presenting the results of the analysis.

2.2.2 ANALYSIS OF ANNEXATION ALTERNATIVES

The consultant shall develop an overall methodology to accomplish the tasks identified below, and shall clearly identify and state all assumptions used in the analysis. Each alternative shall also be evaluated for consistency with the policies and standards of 3 AAC 110.110, which focuses on the resources necessary to provide essential city services on an efficient, cost-effective basis.

For each sub-area defined in Section 2.2.1, above, perform the following analyses at a minimum:

- a. *Create a land use inventory and general description of existing development in the area;*
- b. *Assess undeveloped lands, and ability for the area to support new commercial and/or residential development;*
- c. *Provide a description of the valuation of real property;*
- d. *Provide a 10-year population growth estimate;*
- e. *Estimate the cost of providing general City services (excluding water and sewer) to the subarea;*
- f. *Estimate new expected revenues to the City, from each subarea;*
- g. *Estimate the costs and revenues of providing water and sewer service, and capacity of existing infrastructure to the sub-area;*
- h. *Describe the fiscal policy implications of annexing each sub-area, such as changes to the existing tax structure, revenue sources, user fees, etc.*

2.2.3 ANALYSIS OF THE STATUS-QUO OR, 'DO NOTHING' ALTERNATIVE

Prepare an analysis of potential short-term or long-term economic implications to City finances of taking no action to modify the City boundaries. Analyze existing land supply, population growth, and development rates to provide an estimate of how long the existing land supply will continue to serve development and growth demands. Provide an analysis on the effects of continued growth in surrounding areas, their potential impact on the City's fiscal situation, and the policy implications of this alternative.

2.2.4 ADDITIONAL SERVICES

Additional Services, if approved, shall be authorized by a change order signed by both parties and compensated at the rate listed in the Consultant's Fee Schedule for Additional Services.

2.3 Deliverables

2.3.1 DRAFT ANALYSIS

The Consultant shall prepare a draft document for City review that includes the items identified in Section 2.2, above. Staff comments will be incorporated into the draft document and a version of the study will be submitted for City Council review.

2.3.2 FINAL REPORT

The Consultant shall prepare a final report, representing the finished product of the analysis after the Council work session, and after incorporating any staff or council directed changes.

2.3.3 FORM OF DELIVERABLES

All documents, graphics, maps, and other data are to be produced and delivered to the City in the formats specified, below. The Consultant will agree to transfer ownership of all information and materials, including raw data, produced as part of the project to the City. Final deliverables shall include:

- 1) Final Economic Analysis Document(s)
 - Twelve (12) bound, color copies
 - Electronic version of the plan in a format accessible via Word, Publisher, or other format with approval.
- 2) Maps
 - Maps of study area and sub-study areas.
 - GIS data created for the project including any imagery, shape files, .mdx, and/or layer files.
 - Files shall be geo-referenced for the City's Geographic Information System, using NAD 1983 StatePlane Alaska 4 FIPS 5004 (US Feet)
- 3) Graphics
 - Reproducible size and quality
 - Accessible file format (.jpg, .png, etc.)
- 4) Data and miscellaneous materials, in their source format (for example, databases in Excel)

3. Submittal Information

3.1 Submittal Information

The City will receive proposals until **4:30 PM local time on July 8, 2015**. To obtain an RFP packet please go to our website at www.ci.soldotna.ak.us under the "Invitation to Bid" link. Packets can also be picked up at City Hall, located at 177 North Birch Street, Soldotna Alaska, 99669. A non-refundable five (5) dollar fee shall be assessed to mail RFP packet materials to prospective Consultants.

Firms or individuals desiring consideration for this project shall submit one (1) signed original proposal and five (5) reproductions of the signed proposal to:

City of Soldotna
Attn: John Czarnecki
177 North Birch Street
Soldotna, AK 99669
jczarnecki@soldotna.org

All materials shall be enclosed in a sealed envelope with, "Economic Analysis of Annexation Alternatives" written on the lower left-hand corner and the bidder's firm name and address shown in the left upper corner.

3.2 Pre-Proposal Meeting

A pre-proposal conference will be held on June 22, 2015 at 9:30 A.M. at Soldotna City Hall, 177 N. Birch Street, Soldotna, AK. Interested parties may also participate via teleconference by calling 888-392-4560 and entering the participant code: 4897535#. Attendance is not mandatory, but is strongly recommended.

3.3 Questions

Any Consultant(s) may ask for clarification of this RFP by submitting written questions to the Project Coordinator by the deadline for questions as stated on the cover of this RFP.

3.4 Late and/or Incomplete Submissions

Late submissions shall not be considered. Incomplete submissions shall not be considered.

3.5 Modifications

Proposals may be modified by submitting additional materials via the methods designated for RFP submissions prior to the deadline. Modifications must be signed by the same individual who signed the original submittal. Modifications shall be opened at the same time as the other submission materials. Only the final modification received from each Consultant shall be opened and included with the original RFP submission; all earlier modifications shall be destroyed. All modifications which fail to meet the requirements of this RFP shall be rejected and the submittal shall be considered as if no modification had been attempted.

3.6 Withdrawal

At any time prior to the schedule closing time for receipt of RFP submittals, any Consultant may withdraw their submittal, either in person or by written request. However, a proposal may not be withdrawn after opening without the written consent of the City.

3.7 Ownership

By submitting a response to this RFP, prospective Consultants agree that all proposal materials, documents, graphics and other data will become the property of the City of Soldotna effective upon receipt of the materials. One copy may be retained by the City according to the adopted records retention policy, and may become public record following award of the Contract.

3.8 Acceptance/Rejection of Proposals

The City may reject any or all proposals if the City Manager determines that it is in the best interest of the City. The City reserves the right to waive irregularities, other than the requirements for timeliness and manual signature, if the irregularities do not affect the competitive advantage of any Consultant.

3.9 Proposal Contents

Each response to this RFP is required to provide at minimum the following information.

3.9.1 QUALIFICATIONS AND TEAM EXPERIENCE

Describe the Consultant's experience in economic impact analysis for annexation proposals, Alaska annexation process and regulations, land use planning, and any other factors relevant to this RFP.

Provide a listing and the credentials of all team members to be involved in the project. Provide a listing of any firms to be contracted providing additional expertise, detailing team members involved and their credentials.

3.9.2 OVERALL PROJECT APPROACH AND UNDERSTANDING

Provide a detailed narrative of the Consultant's approach or the work plan that would be implemented to undertake this project, including the number and type of any anticipated meetings. Identify any concerns, needs, and issues meriting special attention or expertise.

Explain any additional work that was not specifically stated in the RFP that the Consultant may feel is necessary to accomplish the intended task.

Include in the work plan an anticipated schedule for the project including major milestones.

3.9.3 PROJECT COSTS

Provide a detailed cost proposal, to include a breakdown by discipline and by man-hours, in spreadsheet form, including estimated reimbursables. The cost proposal portion of the submission should be submitted in a separate sealed envelope within the proposal. Provide a "not to exceed" cost for all services required.

3.9.4 REFERENCES

Provide three references for similar projects the Consultant has successfully delivered. Each reference should include the name of the project, the name of a contact person, and a phone number. Provide a link to an electronic copy of the project(s).

3.9.5 LETTER OF TRANSMITTAL

Include a letter of transmittal signed by a principal of the Consultant firm. The letter should identify the appropriate contact person(s) authorized to represent the firm, as well as contact information.

3.9.6 TAX COMPLIANCE CERTIFICATE

Include a Certificate of Kenai Peninsula Borough Tax Compliance (attached) for all team businesses. Certificate must be signed by Kenai Peninsula Borough.

4. Evaluation and Selection Procedures

4.1 Evaluation Process

The City will select the Consultant who best meets the needs of the City as evidenced by their qualifications, experience, project understanding and approach, and other factors as outlined in this RFP.

A selection committee will evaluate submitted materials according to the criteria described below, and make a recommendation to the City Manager. The City Manager will then make a recommendation to the City Council for award of contract.

The committee will employ the following criteria and relative weights in evaluating each proposal and making their recommendation:

Overall project approach and understanding	40%
Qualifications and team experience	30%
References	10%
Sample project	10%
Project cost	10%

4.2 Post-Deadline Interviews

The City reserves the right to award a contract solely on the written proposal. The City also reserves the right to request oral interviews with the highest ranked individuals or firms. These post-deadline interviews are an extra opportunity for the City and the Consultant(s) to communicate with regard to the Consultant's understanding of the project and to their ability to successfully deliver the final Annexation Economic Impact Analysis. In the event that the Consultant(s) is/are geographically distant from the City, an online, video-based conference or teleconference may take place.

4.3 Appeal Process

Any aggrieved bidder may, within five (5) days after an award of contract, appeal to the city council for a hearing, with notice to interested parties, for redetermination and final award in accordance with law.

5. Sample Contract & General Conditions

5.1 Sample Contract

The successful Consultant shall be required to enter into a Contract substantially similar to the one attached in this section. Proposed changes will be considered in any negotiations with the City prior to signing a finalized Contract. Proposed changes to the sample Contract shall not be considered during the proposal evaluations.

CITY OF SOLDOTNA

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR PROFESSIONAL PLANNING SERVICES

MADE AS OF THE _____ DAY OF _____ 20 _____

BETWEEN the OWNER:

CITY OF SOLDOTNA
177 North Birch Street
Soldotna AK 99669

AND the CONSULTANT:

FOR the PROJECT:

S A M M

Professional Planning Services City of Soldotna
Economic Analysis of Annexation Alternatives

The Owner and Consultant agree as set forth below.

ARTICLE 1

THE WORK

The Consultant shall perform all the work described in the Request for Proposals as Attachment "A" hereto, and in the Consultant's Proposal, as Attachment "B" hereto, consisting of:

1. Basic Services, as described in Section 2.1 of Attachment "A".
2. Additional Services, if authorized, as described in Section 2.3 of Attachment "A".

ARTICLE 2

TIME OF COMMENCEMENT AND COMPLETION

The Consultant's performance of services required by this Agreement shall commence with a Notice to Proceed and shall be completed in accordance with the following schedule:

1. Project Completion TBD

ARTICLE 3

COMPENSATION

The Owner shall compensate the Consultant in accordance with the General Conditions of this Agreement as follows:

1. FOR THE CONSULTANT'S BASIC SERVICES, as described in Section 2 of Attachment "A", Compensation will be paid periodically on a time and expense basis in accordance with the Consultant's Cost Proposal and Fee Schedule as negotiated hereto, in a total amount not to exceed the sum of _____.
2. FOR THE CONSULTANT'S ADDITIONAL SERVICES, as described in Section 2.3 of Attachment "A", Compensation will be paid for Principal's, employees', and subconsultant's time at the fixed gross hourly billing rates set forth in the Fee Schedule as negotiated hereto. Payment of additional services is not included in the "shall not exceed" provisions contained in the contract documents.
3. The total payment under these contract documents, including payment for basic services and reimbursable expenses shall not exceed _____. Any payment beyond this amount including payment for additional services, extended basic services and related expenses may be made only pursuant to a fully executed change order or contract modification specifically stating the amount of payment agreed upon. In the event this paragraph conflicts with or is inconsistent with any other provision in the contract documents, this provision shall control.

Based upon applications for payment submitted by Consultant, Owner shall provide for Progress Payments to Consultant on a monthly schedule. Upon proper application submitted no later than ten (10) days prior to the next scheduled payday, Consultant shall be paid for the value of the work performed during the period preceding application. Each application for payment shall be on an approved Application for Payment form. All sums properly due shall be paid within thirty (30) days of receipt of application. Prior to final payment, the Consultant shall have submitted all deliverables and completed all required training.

ARTICLE 4

ENUMERATION OF CONTRACT DOCUMENTS

The documents which are specifically incorporated into this agreement by reference and which together with the Agreement form the contract documents are:

- A. The General Conditions;
- B. The Contractor's written proposal as accepted by the City;
- C. The City's written request for quotes, proposals or invitation to bid.
- D. Any other document incorporated by reference.

ARTICLE 5

NOTICES

All legal notices relating to this contract, including change of address, shall be mailed to the Owner and the Consultant at the following addresses:

OWNER

City of Soldotna
ATTN: John Czarnecki
177 North Birch Street
Soldotna AK 99669

CONSULTANT

ARTICLE 6

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Consultant, and supersedes all prior, inconsistent negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

SAMPLE

ARTICLE 7

ATTACHMENTS

In the event there is any difference between an attachment to the original of this agreement on file with the City of Soldotna Clerk and any attachment to a duplicate original of the agreement, the attachments to the original filed with the City Clerk shall control.

ARTICLE 8

NO THIRD-PARTY BENEFICIARY

This agreement is intended solely for the benefit of each party hereto. Nothing contained herein shall be construed or deemed to confer any benefit or right upon any third party.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in their respective names by their duly authorized representatives as of the date and year first above written.

CITY OF SOLDOTNA

CONSULTANT

Mark Dixon, City Manager

Name and Title of Office (printed or typed)

Date: _____

Company Name (printed or typed)

S A M P L E

Signature

Date: _____

Name and Title of Office (printed or typed)

Date: _____

ATTEST:

City Clerk

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____ 2015 by Mark Dixon, City Manager of Soldotna Alaska, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public, State of Alaska
My commission expires: _____

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

SAMPLE

The foregoing instrument was acknowledged before me this _____ day of _____ , 2015 by _____ (title) , the _____ (name of corporation) for and on behalf of the corporation.

Notary Public, State of Alaska
My commission expires: _____

5.2 General Conditions

Section 1. Execution of This Contract. This contract is not valid until properly signed by the parties.

Section 2. Independent Contractor. The Contractor shall provide services as an independent contractor to the City. Except as this contract provides otherwise, the City shall not supervise or direct the Contractor. The City may administer this contract and monitor the Contractor's performance.

Section 3. Compliance With Laws. The Contractor shall comply with all statutes, ordinances, and regulations governing its performance, post all required notices, and obtain all permits, licenses, and other entitlements necessary to its performance. The Contractor shall pay all taxes related to its performance and shall be current on all borough taxes at the time of entering this contract. The Contractor shall acquire and maintain in good standing all permits, licenses; and other entitlements necessary to the legal performance of this contract.

Section 4. Equal Employment Opportunity.

- A. The Contractor will not discriminate against any applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor shall state in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, or physical or mental handicap.
- C. The Contractor shall include the provisions of subsections A and B of this section in every subcontract or purchase order under this contract, so as to be binding upon every contractor.
- D. No participation goals have been established for this project. However, the selected proposer shall exercise positive efforts to encourage the participation of Minority and/or Disadvantaged/Woman-Owned Business Enterprises in this project.

Section 5. Insurance. During the term of this contract the Contractor shall maintain a policy of workers' compensation and employers' liability insurance as required by law. Contractor shall also be required to carry additional insurance if so indicated on this form. Any such insurance shall be primary and exclusive of City insurance. If liability insurance is required, the City shall be named as an additional insured on such policy with respect to the performance or failure to perform under this contract.

Section 6. Assignments. Unless the City provides otherwise in writing, any assignment by the Contractor of its interest in any part of this contract or any delegation of its duties shall be void, and permit the City to terminate this contract without liability for work performed.

Section 7. Ownership, Publication, Reproduction, and Use of Material. Unless the City provides otherwise in writing, all data, documents, and materials that the Contractor produces shall be property

of the City, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. This exclusive right does not apply to any materials presently in the public domain or not subject to copyright.

Section 8. Indemnity. The consultant shall indemnify, defend, and hold harmless the contracting agency from and against any claim of, or liability for, negligent acts, errors, and omissions of the Consultant under this agreement. The Consultant is not required to indemnify, defend, or hold harmless the contracting agency for a claim of, or liability for, the independent negligent acts, errors, and omissions of the contracting agency. If there is a claim of, or liability for, a joint negligent act, error, or omission of the consultant and the contracting agency, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "consultant" and "contracting agency" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the consultant, or in approving or accepting the consultant's work.

Section 9. Termination.

This contract may be terminated:

- A. For cause immediately;
- B. By the City for its convenience upon fifteen (15) days' written notice to the Contractor.

Upon termination and the Contractor's furnishing to the City all finished and unfinished data, documents or other materials prepared under the contract, the City shall pay the Contractor for all satisfactory work performed before termination.

Section 10. Nonwaiver. Either party failing to enforce a provision of this contract does not waive the provision or affect the validity of the contract or a party's right to enforce any provision of the contract.

Section 11. Jurisdiction and Choice of Law. Any civil action arising from this contract shall be brought in the trial courts for the Third Judicial District of the State of Alaska at Kenai. The laws of the State of Alaska govern this contract.

Section 12. Contract Interpretation. In interpreting this contract the following documents are incorporated herein by reference and shall be given the following order of precedence:

- A. The General Conditions;
- B. The Contractor's written proposal as accepted by the City;
- C. The City's written request for quotes, proposals or invitation to bid.
- D. Any other document incorporated by reference.

Section 13. Integration. This document and all documents incorporated in it by reference are the entire agreement of the parties and supersede all previous communications, representations or agreements regarding this subject, whether oral or written, between the parties.



Kenai Peninsula Borough

144 N. Binkley
Soldotna, Alaska 99669-7599

BUSINESS: (907) 714-2197 or (907) 714-2175
FAX: (907) 262-8623

TAX COMPLIANCE CERTIFICATION

SUBMIT TO KPB FINANCE DEPARTMENT, SEPARATE FROM BID, 48 HOURS PRIOR TO BID DATE TO ENSURE TIMELY PROCESSING

Reason for Certificate: _____ For (Dept.): _____
 Date Rec'd by Finance: _____ Business Name: _____
 Owner Name(s): _____ a. Individual _____
 Business Mailing Address: _____ b. Corporation _____
 Telephone: _____ Fax: _____ c. Partnership _____

As a business or individual, have you ever conducted business or owned real or personal property within the Kenai Peninsula Borough? Yes ___ No ___ (If yes, please supply the following account numbers and sign below. If no, please sign below.)
 Kenai Peninsula Borough Code of Ordinances, Chapter 5.28.140, requires that businesses/individuals contracting to do business with the Kenai Peninsula Borough be in compliance with Borough tax provisions. No contract will be awarded to any individual or business who is found to be in violation of the Borough Code of Ordinances in the several areas of taxation.

SALES TAX ACCOUNTS

Number	Account Name
_____	_____
_____	_____
_____	_____

PERSONAL PROPERTY/BUSINESS PROPERTY ACCOUNTS

Number	Account Name
_____	_____
_____	_____
_____	_____

REAL PROPERTY ACCOUNTS

Number	Account Name
_____	_____
_____	_____
_____	_____
_____	_____

TAX ACCOUNTS/STATUS			
(TO BE COMPLETED BY BOROUGH PERSONNEL)			
FILED THRU	M/F's	BALANCE DUE	IN COMPLIANCE
_____	_____	_____	Yes ___ No ___
_____	_____	_____	Yes ___ No ___
_____	_____	_____	Yes ___ No ___
YEAR LAST PAID	BALANCE DUE	IN COMPLIANCE	
_____	_____	Yes ___ No ___	
_____	_____	Yes ___ No ___	
_____	_____	Yes ___ No ___	
YEAR LAST PAID	BALANCE DUE	IN COMPLIANCE	
_____	_____	Yes ___ No ___	
_____	_____	Yes ___ No ___	
_____	_____	Yes ___ No ___	

I, _____, the _____, hereby certify that, to the best of my knowledge, the above
 (Signature Required) (Title)
 information is correct as of _____ (Date).

(TO BE COMPLETED BY BOROUGH PERSONNEL)	
I hereby certify that, to the best of my knowledge, the above business is:	
A. ___ IN COMPLIANCE WITH ALL BOROUGH TAX PROVISIONS.	
B. ___ NOT IN COMPLIANCE WITH ALL BOROUGH TAX PROVISIONS.	
_____	_____
Kenai Peninsula Borough Finance Department (Signature Required)	Date

***IF ANY BUSINESS IS CONDUCTED OR IS AWARDED A BID WITHIN THE KENAI PENINSULA BOROUGH YOU MUST BE REGISTERED TO COLLECT SALES TAX. THE SALES TAX DEPARTMENT CAN BE REACHED AT (907) 714-2175.**