

MUNICIPALITY OF ANCHORAGE



Mayor Dan Sullivan

Purchasing Department

July 20, 2010

REQUEST FOR PROPOSAL

RFP 2010-P021

IT DEPLOYMENT STUDY

The Municipality of Anchorage is requesting proposals for the **Information Technology Department**.

Enclosed is pertinent information for use in preparing your proposal. This information will be used as a guide in the preparation of any subsequent contract.

Proposals must be received at the Purchasing Office, 632 W. 6th Avenue, Suite 520, Anchorage, Alaska 99501 (Mailing Address: PO Box 196650, 99519-6650), **prior to 5:00 P.M., Alaska Local Time, August 6, 2010**. Office hours are Monday through Friday, 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m., excluding holidays. Time of receipt will be as determined by the Purchasing Office time stamp. Proposals received by the Purchasing Office after the time specified will be returned to the proposer unopened. **Facsimile submittals will not be accepted.**

A non-mandatory meeting for discussion of the proposal will be held at **9:30 A.M. Alaska Local Time, July 28, 2010**, in the Purchasing Office at the above address. *Interested persons wishing to participate at their own expense via teleconferencing may call 1-907-343-6089 no earlier than **9:25 A.M. Alaska Local Time, the day of the meeting**.* A copy of the Request for Proposal may be obtained from the Purchasing Office at the above address.

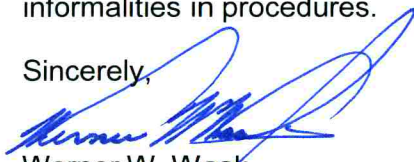
For information about this solicitation contact me at (907) 343-4249, facsimile (907) 343-4595 or at our email address; wwpur@muni.org. All correspondence should include the RFP number and title. An electronic (.pdf) copy of the Request for Proposal is available at Municipality of Anchorage, Purchasing Office's website:

<http://www.muni.org/Departments/purchasing/Pages/bidding.aspx>

Eight (8) copies of your proposal must be submitted.

The Municipality of Anchorage reserves the right to reject any and all proposals and to waive any informalities in procedures.

Sincerely,



Werner W. Waak
Deputy Purchasing Officer

Municipality of Anchorage
Information Technology Department



IT Deployment Study
Request for Purchase
July 2010

1.1	PURPOSE	3
1.2	BACKGROUND	4
1.3	QUESTIONS	4
1.4	PREPARATION COSTS	4
2.0	RULES GOVERNING COMPETITION	5
2.1	EXAMINATION OF PROPOSALS	5
2.2	PROPOSAL ACCEPTANCE PERIOD	5
2.3	CONFIDENTIALITY	5
2.4	PROPOSAL FORMAT	5
2.5	SIGNATURE REQUIREMENTS	5
	FAILURE TO PROVIDE A MANUAL SIGNATURE WILL BE GROUNDS FOR PROPOSAL REJECTION. MANUAL SIGNATURE ON THE "LETTER OF TRANSMITTAL" (SEE PARA 4.3.3) WILL MEET THIS REQUIREMENT.	5
2.6	PROPOSAL SUBMISSION REQUIREMENTS	5
2.7	NEWS RELEASES	6
2.8	DISPOSITION OF PROPOSALS	6
2.9	ORAL CHANGE/INTERPRETATION	7
2.10	MODIFICATION/WITHDRAWAL OF PROPOSALS	7
2.11	LATE SUBMISSIONS	7
2.12	REJECTION OF PROPOSALS	7
2.13	EQUAL EMPLOYMENT OPPORTUNITY REPORTING REQUIREMENTS	7
3.0	SCOPE OF WORK	8
3.1	STUDY PROCESS	8
3.2	GOVERNANCE	9
3.3	INFORMATION SOURCES	9
3.4	PROJECT MANAGEMENT AND DELIVERABLES	10
3.4.1	PROJECT MANAGEMENT	10
3.5	DURATION	11
3.6	REQUIRED VENDOR QUALIFICATIONS	11
3.6.1	<i>Required Skills</i>	11
3.6.2	<i>Desired Skills</i>	12
3.7	RESPONSIBILITIES OF THE SELECTED VENDOR	12
4.0	PROPOSAL AND SUBMISSION REQUIREMENTS	13
4.1	TITLE PAGE	13
4.2	TABLE OF CONTENTS	13
4.3	LETTER OF TRANSMITTAL	13
4.3	EXPERIENCE	13
4.4	FIRMS UNDERSTANDING AND QUALIFICATIONS	14
4.5	COST OR RATE	14
5.0	EVALUATION CRITERIA AND PROCESS	15
5.1	CRITERIA	15
5.2	QUALITATIVE RATING FACTOR	15
5.3	EVALUATION PROCESS	16
5.4	SELECTION PROCESS	16
6.0	SAMPLE CONTRACT OR MINIMUM MANDATORY CONTRACT PROVISIONS	17
	ATTACHMENT A - Rate Schedule Form	18
	ATTACHMENT B – SAMPLE CONTRACT	20

GENERAL INFORMATION

1.1 PURPOSE

The Municipality of Anchorage (MOA) Information Technology Department is seeking a vendor to conduct a comprehensive data gathering and analysis project in the area of management of information technology resources for city government. This effort is in direct response to a mandate calling for an assessment of opportunities for consolidating Information Technology (IT) support functions and information management (IM) resources. The business objective of this engagement is to:

- Evaluate the opportunity for a reduction in operating costs;
- To define an appropriate consolidation strategy for Operating Systems, Applications, Servers, Storage and Infrastructure components;
- Evaluate the current support model and its ability to support the business;
- Identification of alternative solutions which maintain the lowest cost support structure.

This study will provide the objective data upon which those recommendations shall be based. A single contract for one year with two option years may be awarded to a single vendor for the following areas of the assessment:

- Operating System Consolidation - Platform Reductions;
- Server Consolidation and Standardization;
- Storage review and recommendations;
- Infrastructure Review (including wireless);
- Staffing Level Review and recommendations;
- Additional Virtualization opportunities;
- Tier I, II and III support review and recommendations;
- Backup and Recovery review, best practices and recommendations;
- Application Consolidation (version reduction).

The initial part of the study will be to perform an operational review for the basis for evaluating potential projects that make-up future states. Each state may include some are all area of the total assessment. The MOA expects that the initial operational review with data gathering to baseline the MOA IT operations would take approximately three months from inception to completion and issuance of the preliminary report. After the initial baseline is completed, the prospective vendor would recommend appropriate sequencing on future states that include potential financial impact, staffing requirements, cost saving benefit and any new areas agreed upon from the findings of the baseline.

The MOA would then utilize the initial assessment along with the recommended sequencing to take action by making organizational changes and if necessary perform

deeper analysis into each state. The MOA would create individual task orders for further assessments to the prospective vendor based on the study process.

1.2 BACKGROUND

The MOA and the IT Department have undertaken as a critical task reconsideration of how enterprise technology and investments in that area are managed for greatest impact and efficiency. This action would be aligned with MOA's master plan for consolidation of shared functions and is intended to result in a citywide IT environment, which is more aligned, responsive, efficient and competitive with the best comparable public and private sector information technology service organizations. In addition to the resources, information will be collected or determined on life cycle total costs of ownership, refresh cycles, current performance metrics and portfolio data on applications, platforms, databases and operating systems.

1.3 QUESTIONS

Any questions regarding this proposal are to be submitted in writing to:

Municipal Purchasing Officer
632 W. Sixth Avenue, Suite 520
P.O. Box 196650
Anchorage, AK 99519-6650
(907) 343-4590 Phone
(907) 343-4595 Facsimile
wwpur@muni.org – Preferred Method of Posing Questions.

For ease of identification, please identify the project/title number in the subject line of any correspondence.

8:00 a.m. to 12:00 p.m. (noon); 1:00 p.m. to 5:00 p.m. local time Monday through Friday.

Due to the necessity of maintaining the schedule for the award of this project all questions must be received not later than Close of Business, July 29, 2010. Questions received after this date may not be answered.

1.4 PREPARATION COSTS

The Municipality shall not be responsible for proposal preparation costs, nor for costs, including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest ranked proposer and/or award of contract and/or rejection of proposal. By submitting a proposal, each proposer agrees to be bound in this respect and waives all claims to such costs and fees.

2.0 RULES GOVERNING COMPETITION

2.1 *EXAMINATION OF PROPOSALS*

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

2.2 *PROPOSAL ACCEPTANCE PERIOD*

Award of this proposal is anticipated to be announced within 90 calendar days, although all offers must be complete and irrevocable for 120 days following the submission date.

2.3 *CONFIDENTIALITY*

The content of all proposals will be kept confidential until the selection of the Contractor is publicly announced. At that time, the selected proposal is open for review. After the award of the Contract, all proposals will then become public information.

2.4 *PROPOSAL FORMAT*

Proposals are to be prepared in such a way as to provide a straight forward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on 1) conformance to the RFP instructions; 2) responsiveness to the RFP requirements; and 3) completeness and clarity of content.

2.5 *SIGNATURE REQUIREMENTS*

All proposals must be signed. A proposal may be signed by: an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; the owner of a privately owned vendor; or other agent if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

FAILURE TO PROVIDE A MANUAL SIGNATURE WILL BE GROUNDS FOR PROPOSAL REJECTION. MANUAL SIGNATURE ON THE "LETTER OF TRANSMITTAL" (SEE PARA 4.3.3) WILL MEET THIS REQUIREMENT.

2.6 *PROPOSAL SUBMISSION REQUIREMENTS*

2.6.1 ONE ORIGINAL, single sided unbound, and seven (7) complete copies of the proposal must be received by the Municipality prior to the date and time specified in the cover letter. Copies may be bound, or enclosed in folders/binders as the proposer chooses.

2.6.2 IN ADDITION to the copies required by paragraph 2.6.1 above, request a single CD containing a PDF copy of the complete proposal, including attachments, be provided. IF the proposal requests a fee schedule in a separate sealed package, this disk which should also contain the fee schedule, may be placed in that sealed package thereby avoiding early disclosure of fees.

2.6.3 All copies of the proposals are requested to be submitted in a single sealed cover which should be plainly marked as a Request for Proposal Response with the Number and Title prominently displayed on the outside of the package.

2.6.4 Proposals must be delivered or mailed to:

Physical Address

Municipality of Anchorage
Purchasing Department
632 W. Sixth Avenue, Suite 520
Anchorage, AK 99501

Mailing Address

Municipality of Anchorage
Purchasing Department
P.O. Box 196650
Anchorage, AK 99519-6650

2.7 NEWS RELEASES

News releases pertaining to the award resulting from the RFPs shall not be made without prior written approval of the Municipal Purchasing Officer.

2.8 DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of the MOA . One copy shall be retained for the official files of the Purchasing Department and will become public record after award of the Contract.

2.9 ORAL CHANGE/INTERPRETATION

No oral change or interpretation of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the Municipality.

2.10 MODIFICATION/WITHDRAWAL OF PROPOSALS

A respondent may withdraw a proposal at any time prior to the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the agency. The respondent may thereafter submit a new proposal prior to the final submission date; or submit written modification or addition to a proposal prior to the final submission date. Modifications offered in any other manner, oral or written will not be considered. A final proposal cannot be changed or withdrawn after the time designated for receipt, except for modifications requested by the Municipality after the date of receipt and following oral presentations.

2.11 LATE SUBMISSIONS

PROPOSALS NOT RECEIVED PRIOR TO THE DATE AND TIME SPECIFIED IN THE COVER LETTER WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED AFTER RECOMMENDATION OF AWARD.

2.12 REJECTION OF PROPOSALS

The MOA reserves the right to reject any or all proposals if determined to be in the best interest of the Municipality.

2.13 EQUAL EMPLOYMENT OPPORTUNITY REPORTING REQUIREMENTS

The successful proposer shall be required to execute and return such forms as may be necessary to the Equal Employment Opportunity Contract Compliance Officer in accordance with Municipal Regulation 7.50, prior to the award of a contract. Failure to complete and return the forms, or failure to meet the requirements of the Regulation, shall be grounds for not awarding a contract to that proposer.

3.0 SCOPE OF WORK

The scope of the study includes the following IT groups and IT resources within their realm of support:

- The Enterprise Information Technology Department;
- The Anchorage Fire Department Information Technology Support Group;
- The Anchorage Police Department Information Technology Support Group;
- The Department of Health and Human Services Technology Support Group;
- The Solid Waste Services Technology Support Group.

The initial scope of the study will be to perform an operational review for the basis for evaluating potential projects that make-up future state. Staffing level review and recommendations would be part of the scope of the initial review. The MOA expects that the initial operational review with data gathering to baseline the MOA IT operations would take ***approximately six weeks*** from inception to completion and issuance of the preliminary report. After the initial baseline is completed, the prospective vendor would recommend appropriate sequencing on future states that include potential financial impact, staffing requirements, cost saving benefit and any new areas agreed upon from the findings of the baseline.

The MOA would then utilize the initial assessment along with the recommended sequencing to take action by making organizational changes and if necessary perform deeper analysis into each state. The MOA would create individual task orders for further assessments to the prospective vendor based on the study process. Each task order submitted would consist of deep evaluations into one or several areas. **The MOA may chose to terminate the study process at anytime.**

3.1 **STUDY PROCESS**

The study will be conducted on behalf of the Municipality IT Steering Committee by an independent and unbiased firm specializing in such data analysis and planning. The assessment should include a combination of:

- Inventories of IT and related hardware, infrastructure and software provided by the MOA;
- Infrastructure review (including wireless networks);
- Data capture (by survey and interview) and analysis of MOA applications portfolios, staff (both employee and contracted) classifications and assignments, budgets, organization charts and critical vacancies to document and facilitate understanding of the human and position resources involved in IM and IT management;
- Important projects and planned or prospective initiatives, whether done in-house or contracted;
- Tier I, II and III support review;

- IT alignment, planning and portfolio management practices and IT strategies, requirements and priorities;
- Department measurement practices and outcome metrics in IT-related areas such as performance measurement, service delivery alternative evaluations and internal governance.

After collecting, validating and normalizing pertinent data from interviews, surveys, electronic files and other sources in each IT Group defined in the 3.0, the contractor will examine and analyze the data and make recommendations to lower the cost structure in the following sectors of the general IT services business model:

- Information system application operation, modification and maintenance;
- Hardware, software and technology service offerings, including upgrading, replacement and maintenance;
- Application and technical problem resolution, support and maintenance of desktop, office systems and end user workstations;
- Procurement processes for software, hardware and professional/technical services;
- Maintenance, facilities and operations and MOA data centers;
- Information security policy, administration and information system protection, interdiction and reaction;
- Maintenance and operations of data networks, both WAN and LAN; and
- Business continuation and recovery facilities and assets.
- This study will incorporate current planning for a consolidated primary data center.

Architecture and development standards, maintenance, hosting and operation are part of the stack of potential services considered for consolidation.

3.2 GOVERNANCE

The study will be directed by a steering team, convened by the Chief Financial Officer (CFO) that establishes direction for all IT functions for the MOA. The MOA IT Department will be the point of all communications for the data gathered for the study. Additional input and feedback will be sought from other IT stakeholders throughout the study, and informal input about study goals and report topics will be sought from them.

3.3 INFORMATION SOURCES

Other departments within the MOA will provide technical, operating information, subject matter expert (SME) assistance and other data and support for the study as directed by the Chief Information Officer (CIO).

3.4 PROJECT MANAGEMENT AND DELIVERABLES

3.4.1 PROJECT MANAGEMENT

We anticipate that the vendor will have the primary project manager on site or in close contact with this project from the start date to presentation of final deliverables. The vendor will be responsible for managing changes in scope, staffing, deliverables or deadlines through a change management process approved by the municipality.

Project Environment (MOA Resources)

- MOA will provide access to all staff and management and all data;
- MOA will provide suitable workspace, including Internet access;
- MOA will provide guidance via the CIO;
- MOA will help the contractors schedule meetings and venues with appropriate agencies.

3.4.2 DELIVERABLES

1. **Project Plan** – Create a detailed project plan and methodology, with identification of likely required resources, expected outcomes, performance measures, and Gantt charts with project milestones. This project plan must be presented to and approved by the steering committee no later than 15 working days from the official start of the study.

2. **Weekly activity reports and monthly project progress and activity summary reports** – These reports will be given to the steering committee and summaries of the monthly reports provided to the stakeholders, IT Governance Board that consist of the MOA Executive Team. These are due the last business day of each month of the study.

3. **Draft report** – A draft report from the MOA CIO to the CFO on a date determined during contract negotiations. To allow time for analysis of the data and preparation of the report, the deadline for the data collection and analysis report from the consultant is due two weeks prior to the final preliminary report.

4. **Final project documentation** – The final report, containing a data summary together with the final analysis and recommendations, is due on a date determined during contract negotiations. It must include:

- A recommendation for organizational structure;
- A recommendation of staffing levels for each area of support;
- A staff skills assessment of IT staff within scope;
- An inventory of hardware for all IT areas that are in scope;
- Recommendations on consolidation;

- Findings and recommendations on current IT strategies;
- Detailed cost comparisons and service implications of major alternatives for consolidation;
- A recommended resource and staffing transfer plan for the proposed solution including any shared services and strategic sourcing (outsourcing, insourcing and co-sourcing);
- A transition plan and schedule for the recommended solution.

The estimates of costs and benefits must be based primarily on the actual MOA IT resource and workload data and plans, and on market trends in Anchorage, AK and not on generalized data or experiences in other states or timeframes.

This final report and the body of data upon which it is based will form the final hard deliverables for the project. The vendor will deliver three hard copy deliverable documents and electronic copies of all data collected. A PowerPoint presentation suitable to the steering committee and the CFO will be required at the same time.

3.5 DURATION

The Municipality expects to establish a contract for each for a 12-month period with provision for two optional 12-month extensions for continued or additional services. Additional services would be deeper analysis into each of the areas listed Section 1.1 for all or any IT Group listed in Section 3.0.

3.6 REQUIRED VENDOR QUALIFICATIONS

3.6.1 Required Skills

- Strong background in data center operations, networking, backup and recovery, storage networking and facilities management (minimum 5 years demonstrated company experience and minimum 10 years demonstrated experience for primary subject matter experts (SMEs) involved in the project);
- Business, accounting and financial analysis expertise (minimum 5 years demonstrated company experience and minimum 10 years demonstrated experience for primary SMEs involved in the project);
- Demonstrated knowledge of governmental accounting practices;
- Expertise in organizational design for the IT services sector (minimum 5 years demonstrated company experience and minimum 10 years demonstrated experience for primary SMEs involved in the project);
- Significant experience in team leadership and facilitating and managing groups (minimum 5 years demonstrated company experience and minimum 10 years demonstrated experience for primary consultants involved in the project);

- Demonstrated successful experience with interpersonal and group communications and relationship management skills.

3.6.2 *Desired Skills*

- Experience conducting IT performance and financial audits in a government environment;
- Experience in operations consolidation or mergers and acquisitions in technology industry.

3.7 RESPONSIBILITIES OF THE SELECTED VENDOR

- Provide subject matter experts as needed to complete the assessments.
- Provide all computer hardware and software required for the project.
- Preserve confidentiality of protected information.
- Submit a copy of the completed assessment and all supporting paper and electronic documents to MOA IT by the due date.
- Present an executive overview of the assessment to governance teams upon completion of the assessment and deliverables.

4.0 PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals shall not exceed forty (40) pages in length (excluding letter of transmittal, resumes, title page(s), index/table of contents, attachments, dividers or D/WBE forms if required). Information in excess of those allowed will not be evaluated/scored. One page shall be interpreted as one side of single lined, typed, 8 1/2" X 11", piece of paper.

4.1 *TITLE PAGE*

Show the Request for Proposal number and type of schedule proposed (i.e. Security Services, Virtualization Services), the name of your firm, address, telephone number(s), name of contact person and date.

4.2 *TABLE OF CONTENTS*

Clearly identify the materials by section and page number.

4.3 *LETTER OF TRANSMITTAL*

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

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

4.3.3 The letter shall be signed by a corporate officer or other individual who has the authority to bind the firm. Failure to provide a manual signature will be grounds for proposal rejection.

4.3 *EXPERIENCE*

Detail your firm's experience in providing the services requested in the schedule for which it is proposing. Include a corporate overview, history, and summary experience and skills. In your firm's response, include a detailed response to the following questions:

1. What enterprise-wide organizational and governance models have you seen or helped develop, which would promote IT best practices and maximize efficiency

and effectiveness? What models have you seen or helped develop specific to the public sector?

2. What relevant past experience does your organization have related to IT governance, IT consolidation or the delivery of IT services, including change management involved in each? What experience does your organization have with this work in the public sector?
3. What methods would you use to ensure cost-cutting measures are realized?
4. What best practices related to the following have you seen and/or helped develop in the public sector that resulted in measurable efficiencies?
 - a. Hardware standardization
 - b. Managed desktop services
 - c. Managed print services
 - d. Network services
 - e. Server virtualization
 - f. Consolidation of IT infrastructure
 - g. Backup and recovery methods
 - h. Storage architecture
 - i. Internal staff assessment

4.4 FIRMS UNDERSTANDING AND QUALIFICATIONS

Detailed your response to business/project requirements including:

- a. Describe in detail your firms and proposed staff's experience and expertise in IT Efficiencies Consulting.
- b. Description of vendor's understanding for need and explanation of proposed solution.
- c. Explanation of how proposal will meet the specific requirements.
- d. Methodology
- e. Include description of tools utilized to meet the project requirements.
- f. Change management procedures
- g. Project management (e.g. quality management, risk assessment/management, etc.)
- h. Project Team
- i. Previous experience. Include Public sector examples

4.5 COST OR RATE

For the initial operational review that includes the baseline, reports, and recommendations for deeper analysis, provide a fixed cost quote that is supported by estimated labor hours and rates.

Provide a cost per hour for each working title that may be involved on any part of this study to the MOA.

NOT TO EXCEED \$150,000 ANNUALLY.

5.0 EVALUATION CRITERIA AND PROCESS

Evaluation of the proposal will be performed by a committee of individuals representing the Municipality of Anchorage. Each schedule will be evaluated separately; multiple awards for each category might be awarded if it is in the best interest to Municipality. The committee will rank the proposals as submitted in the five areas listed above: Experience (section 4.3), Firm Understanding and Qualifications (section 4.4), Cost or Rate (section 4.5). The total possible score of [100 points] from these areas will be used to establish the ranking of the proposals.

5.1 *CRITERIA*

The criteria to be considered during evaluations, and the associated maximum point values, are as follows:

Initial Assessment:

Experience:

- IT assessment experience in affected domains: 25 points
- Accounting, Financial and Business analysis experience 25 points

Firm Understanding and Qualifications:

- IT business and market knowledge: 10 points
- Project approach: 10 points

Cost or Rate:

- Cost or Rate Schedule: 30 points

Total Possible Evaluation Points	100 points
----------------------------------	------------

5.2 *QUALITATIVE RATING FACTOR*

Firms will be ranked using the following qualitative rating factors for each RFP criteria:

- 1.0 Outstanding
- .8 Excellent
- .6 Good

- .4 Fair
- .2 Poor
- 0- Unsatisfactory

The rating factor for each criteria category will be multiplied against the points available to determine the total points for that category.

Cost evaluation is based solely on the total project bid price.

The total points assigned to each proposal will be the combination of the three criteria used.

5.3 EVALUATION PROCESS

A committee of individuals representing the Municipality will evaluate the proposal. The committee will rank the proposals as submitted. The Municipality reserves the right to award a contract solely on the written proposal.

The Municipality also reserves the right to request oral interviews with the highest ranked firms (short list). The purpose of the interviews with the highest ranked firms is to allow expansion upon the written responses. If interviews are conducted, a maximum of 3 firms will be short-listed. A second score sheet will be used to score those firms interviewed. The final selection will be based on the total of all evaluators scores achieved on the second rating. The same categories and point ranges will be used during the second evaluation as for the first. The highest ranked proposer after the second scoring, if performed, may be invited to enter into final negotiations with the Municipality for the purposes of contract award.

5.4 SELECTION PROCESS

The Proposer with the highest total evaluation points may be invited to enter into contract negotiations with the Municipality. If an agreement cannot be reached, the second highest Proposer may be contacted for negotiations. This process may continue until successful negotiations are achieved. However, the Municipality reserves the right to terminate negotiations with any proposer should it be in the Municipality's best interest. The Municipality reserves the right to reject any and all proposals submitted.

6.0 SAMPLE CONTRACT OR MINIMUM MANDATORY CONTRACT PROVISIONS

In addition to carefully reading all of the information in the RFP, all Proposers shall carefully read and review the attached sample contract (ATTACHMENT B). The successful Proposer shall be required to enter into a Contract with the Municipality, which will be substantially similar to the sample.

Therefore, the Proposer shall make any proposed changes to the sample Contract that the Proposer desires. All changes shall be made legibly and conspicuously on and include two copies of changes attached with the Original Proposal. This may be in a sealed envelope if desired. Page(s) on which the change(s) appear shall be tabbed as to be easily identified. The respondent shall also provide the rationale for all changes.

IF NO CHANGES ARE MADE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SAMPLE CONTRACT. IF THE RESPONDENT MAKES CHANGES, SUCH CHANGES WILL BE CONSIDERED IN ANY NEGOTIATIONS WITH THE MUNICIPALITY OF ANCHORAGE. CHANGES MADE TO THE SAMPLE CONTRACT SHALL NOT BE CONSIDERED DURING PROPOSAL EVALUATIONS.

Additionally, the Municipality may consider entering into a standard commercial contract with the selected providers PROVIDED that the commercial contract shall only apply to rate plans, purchases, services or other financial matter(s) AND does not waive or alter any of the Municipality's rights or remedies provided for elsewhere in the contract. Proposers if they desire to use a commercial contact should submit a copy of their suggested commercial contract with their proposal.

ATTACHMENT A

6.1 *RATE SCHEDULE FORM*

Rate Schedule Form

Provide a fixed total cost for the initial assessment phase of the project as outline in section 3.0. The cost here will be used as the basis for the scoring of your firm's rate schedule.

NAME OF FIRM:	
Initial Assessment	

Provide your firm's billable rate schedule to the Municipality of Anchorage for resources with hourly rates your firm would require to accomplish the total body of work included in this RFP and your proposal. These rates would be used to determine the potential total cost of the additional task associated of the areas identified for deeper analysis in this RFP.

Fee Schedule for Resources	
Resource	Hourly Cost

ATTACHMENT B

SAMPLE CONTRACT

CONTRACT FOR PROFESSIONAL SERVICES¹

WITH

In consideration of the mutual promises herein, ANCHORAGE and _____ agree as follows. This contract consists of:

- A. Part I, consisting of 14 sections of Special Provisions;
- B. Part II, consisting of 11 sections of General Provisions;
- C. Appendix A, Scope of Services, consisting of TBA pages; and
- D. Appendix B, Payment Schedule, consisting of TBA pages.

PART I

SPECIAL PROVISIONS

Section 1. Definitions. In this contract:

- A. "Administrator" means the Anchorage Municipal Manager or his designee.
- B. "Anchorage" means the Municipality of Anchorage.
- C. "Contractor" means _____.

Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this section by reference.
- B. Anchorage shall not allow any claim for services other than those described in this section. However, the Contractor may provide, at its own expense, any other services that are consistent with this contract.

Section 3. Time for Performance.

- A. This contract becomes effective when signed on behalf of Anchorage.
- B. The Contractor shall commence performance of the work upon acceptance by Anchorage, and complete that performance as indicated in the project schedule attached here to as Appendix B, and incorporated herein by reference.

Section 4. Compensation; Method of Payment.

- A. Subject to the Contractor's satisfactory performance, Anchorage shall pay the Contractor no more than _____ DOLLARS (\$_____) in accordance with this section.

- B. Anchorage shall pay the Contractor in accordance with the progress payment schedule attached hereto as Appendix B and incorporated herein by reference.
- C. At the conclusion of each phase of the work for which payment is due, the Contractor shall present a bill to the Administrator describing the work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within thirty [30] days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why.
- D. The Contractor is not entitled to any compensation under this contract, other than is expressly provided for in this section.
- E. As a condition of payment, the Contractor shall have paid all municipal taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

The Contractor's services under Section 2 may be terminated:

- A. By mutual consent of the parties.
- B. For the convenience of Anchorage, provided that Anchorage notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
- B. For cause, by either party where the other party fails in any material way to perform its obligations under this contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within thirty (30) days after receiving the notice.

Section 6. Duties Upon Termination.

- A. If Anchorage terminates the Contractor's services for convenience, Anchorage shall pay the Contractor for its actual costs reasonably incurred in performing before termination. Payment under this subsection shall never exceed the total compensation allowable under Section 4. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Anchorage.
- B. If the Contractor's services are terminated for cause, Anchorage shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination less any damages suffered by Anchorage because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed the contract rate for such services, and payment under this subsection shall not exceed ninety percent (90%) of the total compensation allowable under Section 4. Any finished or unfinished documents or materials prepared by the Contractor under this contract shall become the property of Anchorage at its option.

- C. If the Contractor receives payments exceeding the amount to which it is entitled under subsections A or B of this section, he shall remit the excess to the Administrator within thirty (30) days of receiving notice to do so.
- D. The Contractor shall not be entitled to any compensation under this section until the Contractor has delivered to the Administrator all documents, records, work product, materials and equipment owned by Anchorage and requested by the Administrator.
- E. If the Contractor's services are terminated, for whatever reason, the Contractor shall not claim any compensation under this contract, other than that allowed under this section.
- F. Except as provided in this section, termination of the Contractor's services under Section 5 does not affect any other right or obligation of a party under this contract.

Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in subsection B of this section. Before rendering any services under this contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with subsection B of this section in a form acceptable to the Risk Manager for Anchorage.

The Contractor shall provide the following insurance:

- 1.) Worker's Compensation and Employer's Liability in the amount of \$100,000 as required by Alaska Law.
- 2.) Commercial Automobile Liability per occurrence in the amount of \$500,000 single limit to include: owned, hired, and non-owned.
- 3.) Comprehensive General Liability in the amount of \$1,000,000 combined single limit to include:
 - Premises Operations
 - Products and Completed Operations
 - Blanket Contractual
 - Broad Form Property Damage
 - Independent Contractors
 - Personal Injury
- 4.) Excess liability in the amount of \$1,000,000
- C. Each policy of insurance required by this section shall provide for no less 30 days advance notice to the Municipality prior to cancellation.

- D. With the exception of Worker's Compensation and Professional Liability each policy shall name The Municipality as an additional insured and the actual policy endorsement shall accompany each Certificate of Insurance.
- E. Each policy shall be endorsed to waive all rights of subrogation against the Municipality of Anchorage by reason of any payment made for claims under the above coverage. This policy endorsement should accompany each Certificate of Insurance.

Section 8. Assignments.

Unless otherwise allowed by this contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this contract or any delegation of duties under this contract shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this contract shall give Anchorage the right immediately to terminate this contract without any liability for work performed.

Section 9. Ownership; Publication, Reproduction and Use of Material.

- A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this contract shall be the property of Anchorage, 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. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright.
- B. Equipment purchased by the Contractor with contract funds shall be the sole property of Anchorage marked and inventoried as such with a copy of the inventory forwarded to Anchorage.

Section 10. Notices.

Any notice required pertaining to the subject matter of this contract shall be either sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Anchorage: Municipality of Anchorage
 Information Technology Department
 P.O. Box 196650
 Anchorage, AK 99519-6650 FAX: (907) 343-6810

Contractor: _____

FAX: (907) _____

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or five (5) days after proof of proper posting.

Section 11. Force Majeure.

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
- B. As used in this contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this contract, including without limitation:
 - 1. Any interruption, suspension or interference resulting solely from the act of the Municipality or neglect of the Municipality not otherwise governed by the terms of this contract.
 - 2. Strikes or work stoppages.
 - 3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
 - 4. Order of court, administrative agencies or governmental officers other than the Municipality.

Section 12. Financial Management System.

The Contractor shall establish and maintain a financial management system that:

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the contract;
- B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
- C. Effectively controls and accounts for all municipal funds and contract property;
- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;
- F. Minimizes the time between receipt of funds from Anchorage and their disbursement by the Contractor;
- G. Provides accounting records supported by source documentation; and
- H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 13. Funding Requirements.

In the event that any funding source for this contract should impose additional requirements upon Anchorage for the use of those funds, the Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Anchorage.

Section 14. Subcontracts.

The Contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this contract, provided:

- A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefor.
- B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Contractor.
- C. Every subcontract in an amount exceeding \$1,000.00 shall require reasonable access to business records of the sub-contractor relating to the purchase of goods or services pursuant to the subcontract.

PART II

GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

The Contractor shall perform its obligations hereunder as an independent contractor of Anchorage. Anchorage may administer the contract and monitor the Contractor's compliance with its obligations hereunder. Anchorage shall not supervise or direct the Contractor other than as provided in this section.

Section 2. Nondiscrimination.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or

recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- B. The Contractor shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The Contractor shall comply with any and all reporting requirements that may apply to it which the Anchorage Office of Equal Employment Opportunity Contract Compliance may establish by regulation.
- D. The Contractor shall include the provisions of subsections A through C of this section in every subcontract or purchase order under this contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this contract.
- E. The Contractor shall comply with all applicable federal, state and municipal laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7, Chapter 7.50 of the Anchorage Municipal Code.

Section 3. Permits, Laws and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this contract. All actions taken by the Contractor under this contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this contract.

Section 4. Nonwaiver.

The failure of either party at any time to enforce a provision of this contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this contract or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 5. Amendment.

- A. This contract shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this contract was executed.
- B. For the purposes of any amendment modification or change to the terms and conditions of this contract, the only authorized representatives of the parties are:

Contractor: _____
(title of position)

Anchorage: **Municipal Manager or Approved Designee**

C. Any attempt to amend, modify, or change this contract by either an unauthorized representative or unauthorized means shall be void.

Section 6. Jurisdiction; Choice of Law.

Any civil action arising from this contract shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The law of the State of Alaska shall govern the rights and obligations of the parties under this contract.

Section 7. Severability.

Any provision of this contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the contract.

Section 8. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Section 9. Liability.

The Contractor shall indemnify, defend, save and hold Anchorage(or Municipality) harmless from any and all claims, lawsuits or liability, including attorney fees and costs, allegedly arising out of loss, damage or injury to persons or property or from any wrongful or negligent act, error or omission of Contractor, Contractor's agents, employees, subcontractors or invitees, occurring during the course of, or as a result of the Contractor's, Contractor's agents, employees, contractors, subcontractors or invitees performance pursuant to this contract.

Section 10. Inspection and Retention of Records.

The Contractor shall, at any time during normal business hours and as often as Anchorage may deem necessary, make available to Anchorage, for examination, all of its records with respect to all matters covered by this contract for a period ending three years after the date the Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this contract, to Anchorage, in such form and at such times as Anchorage may reasonably require. The Contractor shall permit Anchorage to audit, examine and make copies of such records, and to make audits of all invoices,

materials, payrolls, records of personnel and other data relating to all matters covered by this contract. Anchorage may, at its option, permit the Contractor to submit its records to Anchorage in lieu of the retention requirements of this section.

Section 11. Availability of Funds.

Payments under this contract require funds from future appropriations and are subject to future appropriations. If sufficient funds are not appropriated for payments required under this contract, this contract shall terminate without penalty to Anchorage and Anchorage shall not be obligated to make payments under this contract beyond those which have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this contract on the date and at the place shown below.

MUNICIPALITY OF ANCHORAGE

CONTRACTOR

Municipal Manager or Approved Designee

Date:

Name:

ATTEST:

Title:

Date:

Municipal Clerk

IRS Tax Identification No.

Date:

Tax Status: Taxable [] Non-Taxable []

FUNDS AVAILABLE

Department of Finance

Date:

(for corporations)

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared [INSERT NAME OF PERSON SIGNING], known to me to be the [INSERT TITLE OF PERSON SIGNING] of [INSERT NAME OF CORPORATION], the corporation named in the foregoing instrument, acknowledged to me that he/she had, in his/her official capacity is authorized by the corporation to execute the foregoing instrument as the free act and deed of the said corporation for the uses and purposes therein stated.

WITNESS my hand and official seal the date and year first above written.

Notary Public in and for Alaska
My commission expires:

(for partnership)

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by [INSERT NAME OF PARTNER OR AGENT SIGNING], partner (or agent) on behalf of [INSERT NAME OF PARTNERSHIP], a partnership.

Notary Public in and for Alaska
My commission expires:

(for individual)

STATE OF ALASKA)

) ss:

THIRD JUDICIAL DISTRICT)

 The foregoing instrument was acknowledged before me this _____ day of
_____, 19____ by [INSERT NAME OF PERSON SIGNING].

Notary Public in and for Alaska
My commission expires: