

CITY OF KENAI

REQUEST FOR PROPOSALS

COMMUNITY SURVEY CONSULTANT SERVICES

Release Date: Last Day for Questions: Proposals Due: July 8, 2025 July 24, 2025 by 4:00 PM AKDT July 31, 2025 by 4:00 PM AKDT

Proposals Received at:

Kenai City Hall 210 Fidalgo Avenue Kenai, AK 99611 ATTN: City Manager's Office

Contact Information:

ccunningham@kenai.city (907) 283-8223



TABLE OF CONTENTS

- 1. Advertisement
- 2. Instructions
- 3. Sample Agreement
- 4. Kenai Peninsula Borough Tax Compliance Certification
- 5. License Requirements
- 6. Insurance Requirements
- 7. Electronic Bid Submission
- 8. Cost Proposal Form



REQUEST FOR PROPOSALS ADVERTISEMENT

Project Name:	Community Survey Consulting Services
Release Date:	July 8, 2025
Last Day for Questions:	July 24, 2025 by 4:00 PM AKDT
Proposal Due Date:	July 31, 2025 by 4:00 PM AKDT

Scope of Work: The City of Kenai is seeking proposals from qualified professional consultants (Proposers) to conduct a statistically valid and representative community survey. The purpose of the survey is to gather resident feedback and measure satisfaction with City services, quality of life, and other community priorities. The selected firm will be responsible for developing the survey methodology, administering the survey, analyzing results, and presenting findings in both a written report and a public presentation to the City Council.

Proposers should contact the City Manager's Office at (907) 283-8223 or by email <u>ccunningham@kenai.city</u> to be placed on the plan holder's list. Questions may be submitted to <u>ccunningham@kenai.city</u>.

Publish:

<u>Anchorage Daily News</u> July 8, 2025 or 1st date after <u>Peninsula Clarion</u> July 8, 2025 or 1st date after

REQUEST FOR PROPOSAL RFP INSTRUCTIONS

1.0 GENERAL INFORMATION

1.1 Purpose

The City of Kenai is seeking proposals from qualified professional consultants (Proposers) to conduct a statistically valid and representative community survey to gather resident feedback and measure satisfaction with City services, quality of life, and other community priorities.

1.2 Background

The City is located on the western coast of Alaska's Kenai Peninsula, approximately 160 road miles south of Anchorage. Positioned at the mouth of the world-famous Kenai River, the City encompasses 35.4 square miles, including 6.8 square miles of water. With a population of approximately 7,867, Kenai serves as a regional hub for commerce, transportation, and outdoor recreation in Southcentral Alaska.

Kenai has a diverse and resilient population with a median age of 35.5 years, reflecting a balance of young families, working professionals, and retirees. The median home value is \$287,261, and the City has experienced modest population growth at a rate of 1.37%. Kenai's economy is supported by various sectors, including oil and gas, energy production, commercial and sport fishing, tourism, healthcare, and public services.

Residents of Kenai benefit from access to abundant natural resources and recreational opportunities, such as fishing, boating, hiking, and wildlife viewing. Kenai's cultural landscape reflects Alaska Native heritage, particularly Dena'ina Athabascan roots, as well as local traditions tied to the area's commercial and subsistence fishing history. Annual events, community gatherings, and shared public spaces provide opportunities for resident interaction and civic participation.

Through this RFP process, the City intends to select a qualified consultant to conduct a statistically valid and representative survey of Kenai residents to determine public opinions about a variety of topics, City services, and priorities. Proposals should outline a methodology that ensures broad representation, including outreach to diverse populations and residents across all areas of the City.

The City is undertaking this survey to gather broad-based community input to help inform service priorities, future investments and incentives, and long-term planning. Survey results will be shared with the City Council and used to enable data-informed decision-making and strategic planning.

Work of the selected Consultant will be overseen by the City Manager.

1.3 Questions

Any questions regarding this proposal are to be submitted <u>in writing</u> by 4:00 p.m. AKDT on Thursday, July 24, 2025. Questions may be emailed to <u>ccunningham@kenai.city</u>. The subject line of the email should read: "Questions: Community Survey Consulting Services".

Verbal requests for information or clarification will not be accepted. Questions or requests for clarification directed to any employee or elected official of the City other than those submitted in writing may be grounds for disqualification from the process. All questions will be compiled, answered, and distributed to all prospective proposers.

1.4 Preparation Costs

The City is not 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 agreement 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.

1.5 Timeline

Advertise for Proposals	July 8, 2025
Final Questions Due	
Proposals Due	
Proposal Evaluation	
Intent to Award	
City Council Award	August 20, 2025
Project Completion	January 31, 2026

These dates are approximate and subject to change.

2.0 RULES GOVERNING COMPETITION

2.1 Examination of Proposals

Proposers should carefully examine the entire Request for Proposal (RFP), any addenda issued 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

Proposals must be irrevocable for ninety (90) days following the submission date.

2.3 Confidentiality

The content of all proposals will be kept confidential until the selection of the Consultant is announced. At that time, the selected proposal is open for review by the competing proposers, excluding any tabulations and evaluations thereof. After the award of the Contract, all proposals, tabulations, and evaluations will then become public information.

2.4 Proposal Format

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on the following:

- (1) conformance to the RFP instructions; and
- (2) responsiveness to the RFP requirements; and
- (3) completeness and clarity of content.

2.5 Signature Requirements

<u>All proposal transmittal letters and cost proposal forms must be signed.</u> 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; an owner of a privately-owned vendor; or other agents if adequately 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.

2.6 Proposal Submission

Proposers may submit their proposal either in hard copy or electronically as outlined below. All proposals must be clearly labeled with the RFP title: "Community Survey Consulting Services RFP"

Option 1: Hard Copy Submission. Submit the following in separate sealed envelopes to the City of Kenai City Manager's Office at 210 Fidalgo Avenue, Kenai, AK 9961:

- Four (4) printed copies of the full proposal (excluding cost proposal)
- One (1) printed copy of the cost proposal in a separate sealed envelope

Both envelopes must identify the name of the Proposer and the RFP title

Option 2: Electronic Submission. Follow the instructions in the Electronic Bid Submission attachment included with this RFP to upload your proposal to the City website.

2.7 Tax Compliance Certificate

Kenai of Kenai Municipal Code requires that businesses or individuals contracting to do business with the City be in compliance with the Kenai Peninsula Borough tax provisions. No contract will be awarded to any individual or business who is found to be in violation. of the City of Kenai Municipal Code. Prior to award of the contract, the successful Proposer will be required to submit a completed Tax Compliance Certificate (Attachment), signed by both the Proposer and by Kenai Peninsula Borough Finance Department personnel.

2.8 Licenses and Certifications

Proposers shall include copies of all licenses, certificates, registrations, and other credentials required for performance under the contract with their proposals. Documentation must be current and must have been issued by or under the authority of the State of Alaska, or, if documentation is from an outside jurisdiction, such documentation must be accepted as valid by the State of Alaska for performance in Alaska. Such documentation shall include, but is not limited to Alaska business licenses and applicable professional licenses, registrations, and certificates.

2.9 News Releases

News releases pertaining to an intent to award or to the award of a contract resulting from this RFP shall not be made prior to completion of the confidential aspects of the procurement process and the accompanying written release by the City of Kenai City Manager.

2.10 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the City of Kenai. One copy shall be retained for the official files of the City and will become public record after the contract is awarded.

2.11 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 the City deems changes, clarifications, or amendments to proposal documents necessary.

Proposer shall acknowledge receipt of addenda in the space provided on the Proposal Form. Only a proposal acknowledging receipt of all addenda may be considered responsive, unless the addendum, in the opinion of the City Manager, would have no material effect on the terms of the proposal. The City Manager may allow a proposer to acknowledge receipt of addenda after opening proposals.

2.12 Replacement of Submitted Proposals

The City will accept replacements and make them binding upon the responding proposer only if it receives them at the place designated for submission before the scheduled deadline and meets all other RFP conditions.

2.13 Late Submissions

Proposals not received prior to the date and time specified in this RFP will not be considered.

2.14 Withdrawal of Proposals

Any time before the scheduled closing time for receipt of RFP submittals, any responding proposer may withdraw their submittal, either personally or by written request. However, a proposal may not be withdrawn after opening without the City's written consent.

2.15 Acceptance – Rejection of Proposals

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

2.16 Choice of Law and Jurisdiction

The laws of the State of Alaska shall govern this RFP, and any legal action brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.

2.17 Conflicts of Interest

No member of the governing body of the City of Kenai or other officers, employees, or agents of the City who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interests, direct or indirect, in any ensuing contract as a result of this Request for Proposal, without first disclosing his/her potential conflict, by submitting a letter to the Clerk's Office establishing their "intent to do business with the City." The contractor for itself and its principal employees, officers, agents, directors, or shareholders covenants that neither the contractor nor any of the listed classes of individuals have nor shall acquire any interest, direct or indirect, in the project, direct or indirect, to which the contract pertains which would conflict in any manner or degree with the performance of its work hereunder. The selected Proposer further covenants that in the contract's performance, no person having such interest shall be employed without first disclosing their potential conflict.

3.0 SCOPE OF SERVICES

3.1 Scope of Services

The selected consultant will work closely with the City to plan, carry out, and analyze a community survey. The key responsibilities are outlined below:

A. Kickoff Meeting

Meet with City staff to discuss the project goals, scope, timeline, and expectations.

B. Survey Design and Methodology

Work with the City to develop a statistically valid and representative community survey. The survey design must include:

- Recommendations for survey methodology (e.g., sample size, outreach methods) and survey structure (number and type of questions, estimated time to complete)
- Draft survey questions that gather:
 - Resident satisfaction with current City services
 - Ideas or suggestions for new or improved City services
 - Priorities for City services, projects, and programs
 - Willingness to fund City services through taxes or fees
- C. Survey Administration
 - Administer the approved survey professionally and on schedule
 - Recommend and implement the best mix of delivery methods (e.g., phone, mail, online, in-person)
 - Ensure the sample includes a broad geographic and demographic sample of residents within the incorporated boundaries of the City of Kenai.
- D. Data Analysis, Reporting, and Presentation
 - Analyze the survey results using statistically valid methods
 - Present the survey findings to City staff in a draft report and participate in a collaborative review session
 - Prepare a clear and comprehensive final report that includes:
 - An executive summary of key findings
 - Statistical analysis with narrative interpretation of results and graphic illustrations of significant findings (e.g., graphs, tables)
 - A detailed explanation of sampling methodology and survey administration

procedures

- A complete copy of the final survey instrument
- Present the survey results to the Kenai City Council in a public meeting. The presentation may be made either in person or via video conference. Proposers should clearly indicate their intended method of presentation in their proposal.
- E. Data Deliverables
 - Provide the City with all survey-related data and documentation, including:
 - Raw response data in a usable format (e.g., Excel, CSV)
 - Tabulation outcome data (e.g., total number of survey attempts, undeliverable surveys, refusals, incomplete responses, and language or access issues)
 - Summary of survey outreach and response metrics
 - Clearly labeled and organized data and documentation accessible for future use.

3.2 Contract Formation

A contract will not be formed until executed by all parties, including the City of Kenai City Manager. Performance under the contract will not begin until the contract is fully executed by all parties. A sample agreement is provided as an attachment. Terms and conditions of these agreements are subject to negotiation with the successful Proposer, except the Insurance and Indemnification Requirements, which are mandatory unless expressly waived as outlined below:

Proposer must, at Proposer's own expense, throughout the term of the Agreement(s) secure and maintain the following insurance:

- i. Comprehensive general liability insurance, including premises, all operations, property damage, personal injury and death, broad-form contractual coverage with a per occurrence limit of not less than \$1,000,000 combined single limit;
- ii. Worker's compensation insurance with coverage for all employees engaged in work under this Agreement as required by AS 23.30.045 (Proposer is responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under the Agreement); and,
- iii. Comprehensive automobile liability insurance covering all owned, hired, and nonowned vehicles with coverage limits of not less than \$1,000,000 combined single limit per occurrence.

Automobile liability insurance is not required if no vehicles will be used in the performance of services under the agreement. In such cases, the proposer must clearly state in their proposal that no vehicle use is anticipated or proposed. If any vehicle is later used in performance of services, appropriate coverage must be obtained and proof provided prior to use.

All insurance required must also meet the following requirements:

i. For comprehensive general liability and automobile liability insurance, name the City of Kenai as an additional insured;

- For worker's compensation insurance, general liability, and automobile liability insurance, where possible, include a waiver of subrogation so that the insurer waives all rights of subrogation against the City of Kenai for payments made under the policy;
- iii. Provide Owner with at least 30 days' written notice before any termination, cancellation, or material change in insurance coverage is effective; and,
- iv. Be issued by a company/corporation currently rated "A-" or better by A.M. Best.

Proposer must indemnify, defend, and hold harmless the City and its agents, employees, and/or insurers from claim, loss, damage, liability, including injury and death or expense in any way related to any act or omission of proposer or proposer 's employees, agents, or invitees arising out of Proposer 's performance of services under the Agreement(s), except to the extent any negligence of City or its employees or agents is a proximate cause of any injury or damage. If a third party asserts a claim against Proposer and City, Proposer and the City shall seek in good faith to achieve Agreement to an apportionment of fault as between them independent of litigation. This provision shall survive expiration or termination of any Agreement(s).

4.0 PROPOSAL AND SUBMISSION REQUIREMENTS

The proposals must be organized in the manner specified below to achieve a uniform review process and maximum comparability.

4.1 Letter of Transmittal

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

List the name(s) of the person(s) authorized to make representations for your firm and their titles, addresses, and telephone numbers.

A corporate officer or other individual must sign the letter with the authority to bind the firm.

4.2 Experience/Qualifications

Detail proposer's familiarity with the desired services or work of a similar nature, including experience with municipal government or services in Alaska.

Provide a list of five (5) references for services performed by the proposer similar to the services required in this Request for Proposals. The City will contact references to ascertain the proposer's performance, specifically in the areas of knowledge and expertise, customer satisfaction, and conformance to a similar Scope of Services as this engagement.

4.3 Project Manager, Key Staff and Sub-consultants

Identify the project manager, key project staff, and sub-consultants expected to provide services to be performed. Include resumes for each of the individuals and sub-consultants referenced. Be specific about the proposed staff's experience and qualifications in projects of a similar size and

scope. Describe the experience in similar local government engagements.

4.4 Project Methodology, Approach and Timeline

Provide detailed information on the proposed methodology for completing the scope of services. Although no escalation in the scope is anticipated, the proposal must include a description of how cost increases, or decreases will be calculated in the event that scope is altered. Proposal should provide a projected timeline for completing the scope of services no later than January 31, 2026.

4.5 Available Resources

Provide information on resources available, which indicates the proposer has access to the resources necessary to perform the work.

4.6 Cost

Complete the Cost Proposal Form for community survey consultant services, including out-of-pocket, be a fixed-fee contract.

The cost proposal must be a fixed fee, including out-of-pocket expenses, and open for acceptance by the City for a period of not less than ninety (90) calendar days from the date the proposal is due. A proposal will be rejected if it contains a material alteration or erasure, which is not initialed by the signer of the proposal. All information must be completed on the Cost Proposal Form.

No additional fees or costs will be allowed unless authorized in advance and approved in writing by the City Manager.

The cost proposal will be opened and the cost score calculated after the scores of the other evaluation criteria have been calculated.

5.0 EVALUATION PROCESS AND CRITERIA

5.1 Evaluation Process

A committee of individuals representing the City of Kenai will perform an evaluation of the proposal. The committee will rank the proposal as submitted. The City of Kenai 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 proposers (shortlist). The purpose of the interviews with the highest-ranked proposers is to allow expansion upon and possible refinement of the written responses. If interviews are conducted, a maximum of three (3) proposers will be short-listed. A second score sheet will be used to score those proposers interviewed. The final recommendation for 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 proposer whose proposal is ranked highest by the evaluation committee may be invited to enter into final negotiations with the City for the purposes of agreement award.

5.2 Criteria

The factors to be evaluated and the points available for each are as follows:

2. 3. 4.	Experience/Qualifications Key Staff Assigned and Sub-consultants Project Methodology and Approach Available Resources Cost	(20 points) (20 points) (25 points) (10 points) (25 points)
	Total Points Available	100 points

Committee members will independently review the proposals and award points for above factors 1 - 4. Cost will be scored by the committee as a whole using the following formula:

Lowest total cost proposal x 25 = Points Awarded Proposer total cost proposal

6.0 SELECTION PROCESS

The proposer with the highest total evaluation points may be invited to enter into contract negotiations with the City of Kenai. If an agreement cannot be reached with the highest-ranked proposer, the City shall notify the proposer and terminate the negotiations. If proposals are submitted by one or more other proponents determined to be qualified, negotiations may then be conducted with such other proposers in the order of their respective rankings. This process may continue until successful negotiations are achieved. The City of Kenai reserves the right to reject any and all proposals submitted.

7.0 APPEAL PROCESS

Any party submitting a bid or proposal for an agreement with the City and who believes that they are adversely affected by the City's relevant ordinances, regulations, procurement process, or by any acts of the City in connection with the award of a City agreement, may file an appeal in accordance with the appeal procedures outlined in Kenai Municipal Code KMC 7.15.120. The City's Code may be viewed online at https://kenai.municipal.codes/KMC/7.15.120

8.0 SAMPLE CONTRACT OR MINIMUM MANDATORY CONTRACT PROVISIONS

In addition to carefully reading all of the information in this Request for Proposals, all proposers must carefully read and review the sample contract (Attachment). The successful proposer shall be required to enter into a Contract with the City of Kenai, which will be substantially similar to the sample.

Therefore, the proposer must identify any proposed changes to the sample Contract consistent with this Request for Proposals.

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 CITY. CHANGES MADE TO THE SAMPLE CONTRACT SHALL NOT BE CONSIDERED DURING PROPOSAL EVALUATIONS

CITY OF KENAI AGREEMENT BETWEEN OWNER AND SERVICE PROVIDER FOR COMMUNITY SURVEY CONSULTANT SERVICES

MADE AS OF THE _____ DAY OF _____ 2025

BETWEEN the OWNER: C

CITY OF KENAI 210 Fidalgo Avenue Kenai, Alaska 99611

AND the SERVICE PROVIDER:

The Owner and Service Provider agree as set forth below.

ARTICLE 1

THE WORK

The Service Provider shall perform all the work described in:

- 1. the Service Provider's Proposal (Attachment "A") and in the Request for Proposals (Attachment "B") as well as any other additional work as agreed upon provided in Attachment C, including but not limited to:
- A. Kickoff Meeting Meet with City staff to discuss the project goals, scope, timeline, and expectations.
- B. Survey Design and Methodology Work with the City to develop a statistically valid and representative community survey. The survey design must include:
 - Recommendations for survey methodology (e.g., sample size, outreach methods) and survey structure (number and type of questions, estimated time to complete)
 - Draft survey questions that gather:
 - Resident satisfaction with current City services
 - Ideas or suggestions for new or improved City services
 - Priorities for City services, projects, and programs
 - Willingness to fund City services through taxes or fees
- C. Survey Administration
 - Administer the approved survey professionally and on schedule
 - Recommend and implement the best mix of delivery methods (e.g., phone, mail, online, inperson)
 - Ensure the sample includes a broad geographic and demographic sample of residents <u>within</u> <u>the incorporated boundaries</u> of the City of Kenai.
- D. Data Analysis, Reporting, and Presentation
 - Analyze the survey results using statistically valid methods
 - Present the survey findings to City staff in a draft report and collaborative review session
 - Prepare a clear and comprehensive final report that includes:

PROFESSIONAL SERVICES AGREEMENT - SAMPLE ONLY - ALL TERMS OF AGREEMENT SUBJECT TO NEGOTIATIONS Last Revised January 2014

- An executive summary of key findings
- Statistical analysis with narrative interpretation of results and graphic illustrations of significant findings (e.g. graphs, tables)
- A detailed explanation of sampling methodology and survey administration procedures
- A full copy of the final survey instrument
- Present the survey to the Kenai City Council in a public meeting, with both a written report and verbal presentation.
- E. Data Deliverables
 - Provide the City with all survey-related data and documentation, including:
 - Raw response data in a usable format (e.g., Excel, CSV)
 - Tabulation outcome data (e.g., total number of survey attempts, undeliverable surveys, refusals, incomplete responses, and language or access issues)
 - Summary of survey outreach and response metrics
 - Clearly labeled and organized data and documentation accessible for future use.

ARTICLE 2

TIME OF COMMENCEMENT AND COMPLETION

The Service Provider's performance of services required by this AGREEMENT shall commence on _____(date) and terminate on _____(date).

ARTICLE 3

COMPENSATION

The Owner shall compensate the Service as follows:

ARTICLE 4

ENUMERATION OF CONTRACT DOCUMENTS

The documents which are specifically incorporated into this AGREEMENT by reference and form the contract documents are listed below. Should any provision or requirement of one portion of the contract documents conflict with any other portion of the contract documents, unless otherwise provided herein, the conflict will be resolved by reference to the contract documents in the following order of priority:

- A. Any and all later modifications, Change Orders, and written interpretations of the Contract Documents issued by the Owner
- B. This AGREEMENT
- C. Addenda
- D. The Request for Proposals
- E. The Service Provider's Proposal, including Cost Proposal and Fee Schedule

Any other attachments to this AGREEMENT do not form a part of the AGREEMENT but are for reference or proof of compliance with the requirements of the AGREEMENT, except where the provisions of this AGREEMENT provide such attachments will be or are a part of the AGREEMENT.

These form the contract and what is required by any of the documents shall be as binding as if required by all. The intention of the contract documents is to require the furnishing of all labor, material, equipment, and other items necessary for the proper execution and completion of the work and to prescribe the terms and

PROFESSIONAL SERVICES AGREEMENT - SAMPLE ONLY - ALL TERMS OF AGREEMENT SUBJECT TO NEGOTIATIONS Last Revised January 2014 conditions of the contract and payment, so as to include work and materials which may be necessary to produce the intended results.

ARTICLE 5

NOTICES

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

<u>OWNER</u>

SERVICE PROVIDER

City of Kenai 210 Fidalgo Ave Kenai, Alaska 99611

ARTICLE 6

EXTENT OF AGREEMENT

This AGREEMENT represents the entire and integrated AGREEMENT between the Owner and the Service Provider, 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 Service Provider.

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 above written.

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 Kenai and any attachment to a duplicate original of the AGREEMENT, the attachments to the original filed with the City 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.

ARTICLE 9

JURISDICTION: CHOICE OF LAW

This contract shall be governed by the laws of the State of Alaska, and any lawsuit brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.

OWNER and SERVICE PROVIDER each binds themselves, their partners, successors, assigns and legal representatives in respect to all covenants, AGREEMENTs and obligations contained in the Contract Documents.

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

OWNER: CITY OF KENAI	SERVICE PROVIDER:				
Ву:	Ву:				
Name:	Name:				
Title:	Title:				
STATE OF ALASKA)	STATE OF ALASKA)				
)ss. THIRD JUDICIAL DISTRICT))ss. THIRD JUDICIAL DISTRICT)				
THIS IS TO CERTIFY that on	THIS IS TO CERTIFY that on				
this day of, 201_	this day of, 201_				
Terry Eubank, City Manager,	,				
City of Kenai, Alaska, being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument on behalf of said City.	(title) being personally of being personally known to me or having produced satisfactory evidence of identification, appeared before me and acknowledged the voluntary and authorized execution of the foregoing instrument on behalf of said corporation.				
NOTARY PUBLIC FOR ALASKA My Commission Expires:					
	NOTARY PUBLIC FOR ALASKA				

Approved by Legal: _____ Approved by Finance: _____ NOTARY PUBLIC FOR ALASKA My Commission Expires:

Kena	mpliance Ce i Peninsula E	Boroug			
FI 144 N. Binkley Street Soldotna, Alaska 99669-7. www.kpb.us	nance Departr ⁵⁹⁹	Phor	ne: (907) 714- or: (907) 714- ax: (907) 714-	2175	
1.) Fill in all information requeste	d. 2.) Sign and date. 3	.) Submit wit	h solicitation, or	other.	For Official Use Only
Reason for Certificate:			For Departm	ent:	
Solicitation Othe	er:		Dept. Conta	ct:	
Business Name:					
Business Type:	🗌 Individual 🗌	Corporatio	on 🗌 Partne	rship 🗌 Ot	her:
Owner Name(s):					
Business Mailing Address:					
Business Telephone:			Business Fax:		
Email:					
REAL/PERSONAL/BUSINESS I	ACCT. NAME		TAX ACCOL YEAR LAST P		BE COMPLETED BY KPB) BALANCE DUE
KPB Finance Department (signat	lure required)		ate	🗌 In Compli	ance 🗌 Not in Compliance
SALES TAX AC	COUNTS		TAX ACCOU	NTS/STATUS (TO	BE COMPLETED BY KPB)
ACCT. NO.	ACCT. NAME		FILED THRU	M/F's	BALANCE DUE
KPB Sales Tax Division (signature	e required)		ate	_ 🗌 In Compli	ance 🗌 Not in Compliance
	me of Applicant)		(Title)	, h	ereby certify that, to the
best of my knowledge, the abo	ve information is correc		Date)	Signature of A	Applicant (Required)

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.

SAI	MPLE
Alaska Department of Commerce, Community, and Economic Development	
P.O. Box 110806, Juneau, Alaska 99811-0806	
ALASKA BUSINESS LICENSE The licensee named below holds Alaska Business License Number	
Covering the period of: through	
COMPANY NAME	
Owner:	
NAME OF OWNER	
This license shall not be taken as permission to do business in the state without having complied with The other requirements of the laws of the State of Alaska or of the United States.	
Alaska Department of Commerce, Community, and Economic Deve Commissioner:	
This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.	
SAI	MPLE
No Effective: Expires: Expires: Expires:	
Division of Occupational Licensing	
Certifies that	
COMPANY NAME	
Is a Registered	
Specialty Commissioner:	

	10
AC	ORD
1	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	IVELY OR SURANCE I ND THE CE	NEGATIVELY AMEND, DOES NOT CONSTITUT RTIFICATE HOLDER.	EXTEND OR ALT	ER THE CO BETWEEN T	VERAGE AFFORDED BY T THE ISSUING INSURER(S),	THE POLICIES AUTHORIZED
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights	to the tern	ns and conditions of th	ne policy, certain p	olicies may		
	to the certifi	icate noider in lieu of st	CONTACT).		
PRODUCER			NAME: PHONE		FAX	
			(A/C, No, Ext): E-MAIL		FAX (A/C, No):	
			ADDRESS:		RDING COVERAGE	NAIC #
			INSURER A :	JOILEN (D) AIT OF		11410 #
INSURED			INSURER B :			
			INSURER C :			
			INSURER D :			
			INSURER E :			
			INSURER F :			
COVERAGES CEF	TIFICATE	NUMBER:			REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREMEN PERTAIN, TI POLICIES, L	T, TERM OR CONDITION HE INSURANCE AFFORD	OF ANY CONTRACT ED BY THE POLICIE	OR OTHER I	DOCUMENT WITH RESPECT	TO WHICH THIS
INSR TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	
					EACH OCCURRENCE \$ DAMAGE TO RENTED	(1,000,000)
CLAIMS-MADE X OCCUR					PREMISES (Ea occurrence) \$	100,000
	X X				MED EXP (Any one person) \$	5,000
					PERSONAL & ADV INJURY \$	1,000,000
GEN AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$	2,000,000
FOLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG \$	2,000,000
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$	(1,000,000)
X ANY AUTO					BODILY INJURY (Per person) \$	
OWNED SCHEDULED	(X X)				BODILY INJURY (Per accident) \$	
AUTOS ONLY AUTOS HIRED NON-OWNED					PROPERTY DAMAGE ¢	
AUTOS ONLY AUTOS ONLY					(Per accident) UnderInsured Motorist \$	1,000,000
UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$	1,000,000
EXCESS LIAB CLAIMS-MADE						
					AGGREGATE \$	
WORKERS COMPENSATION \$					PER OTH- STATUTE ER	
AND EMPLOYERS' LIABILITY	\sim					1,000,000
OFFICER/MEMBEREXCLUDED?	N/A(X)				E.L. EACH ACCIDENT \$	1,000,000
(Mandatory in NH) If yes, describe under					E.L. DISEASE - EA EMPLOYEE \$	
DÉSCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$	1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: PROJECT NAME The certificate Holder is an Additional Insured on General Liability & Automobile policies, but only with respect to work done by or on behalf of the named insured for the project referenced. The Certificate Holder is granted Waiver of Subrogation on the General Liability, Automobile and Workers' Compensation policies as respects the referenced project.						
CERTIFICATE HOLDER			CANCELLATION		a	
SERTIFICATE HOLDER			GANGELLATION			
City of Kenal- Public Works 210 Fidalgo Ave			THE EXPIRATION ACCORDANCE WI	N DATE THE TH THE POLIC	ESCRIBED POLICIES BE CANC EREOF, NOTICE WILL BE Y PROVISIONS.	
Kenai, AK 99611			AUTHORIZED REPRESE	NIAIIVE		

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Kenai

Electronic Bid/Proposal Submission Instructions

1. Go to https://forms.kenai.city/Forms/BidSubmissionForm

City of Kenai Bid or RFP Submission Form Date Time Date and time will be captured on form submission Project Submitting For:* Cybersecurity Assessment 2023 Name of Respondants Firm/Company* Submitters Name* Drag and drop up to 10 files here to upload or Choose files Fees Drag and drop up to 10 files here to upload or Choose files Disclamer* Disclamer* Disclamer* Disclamer* Disclamer* Disclamer* Disclamer* Disclamer*	
Date and time will be captured on form submission Project Submitting For:*	KENAL City of Kenai Bid or RFP Submission Form
Date and time will be captured on form submission Project Submitting For: * [
Project Submitting For:* (ybersecurity Assessment 2023 * Name of Respondants Firm/Company* Submitters Name* Email Address* Email Address* Proposal Drag and drop up to 10 files here to upload or Choose files Fees Drag and drop up to 10 files here to upload or Choose files Disclamer* Bucketing this box I agree that I am authorized to submit a response on behalf of the afore named firm/company.	
Cybersecurity Assessment 2023 Name of Respondants Firm/Company* Submitters Name* Email Address* Email Address* Proposal Drag and drop up to 10 files here to upload or Choose files Fees Drag and drop up to 10 files here to upload or Choose files Disclamer* By checking this box I agree that I am authorized to submit a response on behalf of the afore named firm/company.	Date and time will be captured on form submission
Name of Respondants Firm/Company* Submitters Name* Disclamer* Broposal Brog and drop up to 10 files here to upload or Choose files Fees Bisclamer* Bisclamer Bisclame	Project Submitting For:*
Submitters Name* Submitters Name* Email Address* Email Address* Proposal Drag and drop up to 10 files here to upload or Choose files Fees Drag and drop up to 10 files here to upload or Choose files Disclamer* By checking this box I agree that I am authorized to submit a response on behalf of the afore named firm/company.	Cybersecurity Assessment 2023
Email Address* Proposal Drag and drop up to 10 files here to upload or Choose files Fees Drag and drop up to 10 files here to upload or Choose files Disclamer* By checking this box I agree that I am authorized to submit a response on behalf of the afore named firm/company.	Name of Respondants Firm/Company*
Proposal Drag and drop up to 10 files here to upload or Choose files Fees Drag and drop up to 10 files here to upload or Choose files Disclamer* Bisclamer* Bisclamer* Bisclamer*	Submitters Name*
Proposal Drag and drop up to 10 files here to upload or Choose files Fees Drag and drop up to 10 files here to upload or Choose files Disclamer* Bisclamer* Bisclamer* Bisclamer*	
	Email Address*
Fees Drag and drop up to 10 files here to upload or Choose files Disclamer* By checking this box I agree that I am authorized to submit a response on behalf of the afore named firm/company.	Proposal
Fees Drag and drop up to 10 files here to upload or Choose files Disclamer* By checking this box I agree that I am authorized to submit a response on behalf of the afore named firm/company.	
Drag and drop up to 10 files here to upload or Choose files Disclamer* By checking this box I agree that I am authorized to submit a response on behalf of the afore named firm/company.	Drag and drop up to 10 files here to upload or Choose files
Disclamer*	Fees
By checking this box I agree that I am authorized to submit a response on behalf of the afore named firm/company.	Drag and drop up to 10 files here to upload or Choose files
	Disclamer*
Submit	By checking this box I agree that I am authorized to submit a response on behalf of the afore named firm/company.
Submit	
	Submit

- 2. Select the project you are submitting from using the "Project Submitting For:" drop down box.
- 3. Enter the name of your Firm or Company.
- 4. Enter your name.
- 5. Enter an email address that will be used for issuing a receipt for the submission. All other communications regarding your bid/proposal will be directed to the contacts listed in the bid/proposal.
- 6. Upload your bid/proposal.
 - a. If you are submitting a bid there will only be one upload field.
 - b. If you are submitting a response to a Request for Proposal, there will be two upload fields. You MUST submit your proposal using the "Proposal" upload field. You MUST submit your fee information in a separate attachment using the "Fee" upload field.
- 7. If you are authorized to submit a bid on behalf of the listed firm/company, check the "Disclaimer" box. If you are not authorized to submit on behalf of the listed firm, please do not submit this form.
- 8. Press the button labeled "Submit."

You should receive an email confirming receipt of your proposal shortly after submitting. If you do not, please contact the City using the information in the bid/RFP documents.

COST PROPOSAL FORM COMMUNITY SURVEY CONSULTANT SERVICES

Proposer acknowledges receipt of Addenda No(s) ______, and hereby represent that if awarded a contract, will enter into and execute a contract with the City of Kenai for the Professional Services referenced in the Request for Proposals at the compensation stated below.

The cost proposal is open for acceptance by the City for a period of not less than ninety (90) calendar days from the date the proposal is due.

COMMUNITY SURVEY CONSULTANT SERVICES

Numerical amount, including Out of Pocket

An Agreement shall not be formed, and no rights shall exist under the Agreement until the final Agreement is fully executed by all parties.

By executing this Proposal, I certify that I have the authority to bind the Company or Business Entity submitting this proposal.

ACKNOWLEDGE

I certify that I am a duly authorized representative of the firm listed below and that information and materials enclosed with this proposal accurately represent the capabilities of the office listed below for providing the services indicated. The City is hereby authorized to request any owner identified in this proposal to furnish any pertinent information deemed necessary to verify information provided or regarding reputation and capabilities of the firm.

Name of Company or Business Entity	Date
Signature	Title
Print Name	Phone
Address	Fax
City, State, Zip	Email

Cost Proposal is to be submitted in a separate sealed envelope