



CITY OF KENAI

REQUEST FOR PROPOSALS (RFP)

Kenai Visitor Center Management Services and/or
Kenai Tourism and Marketing Services

ISSUED

March 1, 2019

PROPOSAL DELIVERY DEADLINE

5:00 PM March 29, 2019

Issued By:

CITY OF KENAI

Administration

210 Fidalgo Avenue

Kenai, AK 99611

Point of Contact:

Christine Cunningham

ccunningham@kenai.city

(907) 283-8236



CITY OF KENAI
210 FIDALGO AVENUE
KENAI, ALASKA 99611-7794
(907) 283-8236

REQUEST FOR PROPOSALS (RFP)

Project Name: Kenai Visitor Center Management Services and/or Kenai Tourism and Marketing Services

Proposal Documents Available: Friday, March 1, 2019

Pre-proposal Site Visit (Optional): Friday, March 12, 2019 @ 2:00 p.m.

Last Day for Questions: Friday, March 15, 2019 @ 5:00 p.m.

Proposal Due Date: Friday, March 29, 2019 @ 5:00 p.m. at City Hall

SCOPE OF WORK: Management of the Kenai Visitor and Cultural Center and/or Kenai Tourism and Marketing Services

Proposers must contact Administration at (907) 283-8223 to be placed on the list to receive addenda.

RFP documents can be obtained on the City of Kenai website at www.kenai.city or at City Hall at 210 Fidalgo Avenue, Kenai, AK 99611.

Publish: Anchorage Daily News- March 8, 2019
Peninsula Clarion – March 8, 2019 and March 10, 2019

REQUEST FOR PROPOSALS (RFP) INSTRUCTIONS

1.0 GENERAL INFORMATION

1.1 Purpose

The City of Kenai, Alaska is seeking proposals from qualified Proposers for Kenai Visitor Center Management Services and/or Kenai Tourism and Marketing Services. The successful proposal(s) will provide for: 1) Kenai Visitor Center Management Services; and/or 2) Tourism and Marketing Services for Kenai as a visitor and business destination with the primary objective of promoting the recreational and economic potential of the community as well as reflecting the history and culture of Kenai. Based on a mutually agreed upon program and budget, the services shall consist of the duties associated with managing a facility and providing tourism and marketing services.

1.2 Background

The City of Kenai incorporated as a home-rule city in 1960, and today is an All-America City with moderate population growth and an economy that provides a high quality of life for residents with abundant natural and cultural assets to attract visitors. Overlooking the mouth of the Kenai River, Kenai has views of Cook Inlet as well as miles of beaches, two mountain ranges and four active volcanoes. The Kenai Municipal Airport serves as the transportation hub for air travel to the Kenai Peninsula and Cook Inlet. The City's location, services, and natural attributes provide opportunities for growth as a center for the visitor industry. The Kenai Visitor and Cultural Center is the first stop made by visitors to find information about the Kenai area.

1.3 Questions

Any questions regarding this proposal must be submitted in writing to Christine Cunningham by **5:00 p.m. on Friday, March 15, 2019**. Questions may be emailed to ccunningham@kenai.city. The subject line of the email must read: "Questions: Kenai Visitor Center Management Services and/or Kenai Tourism and Marketing Services."

Verbal requests for information or clarification will not be accepted. All questions will be answered and distributed to all prospective proposers via addendum. To receive project addenda, you must be on the plan holder's list. To be placed on the plan holder's list, contact Administration either by phone at (907) 283-8223 or email ccunningham@kenai.city. Downloading projects from the City web site does not automatically place you on the plan holder's list.

1.4 Preparation Costs

The City shall not be responsible for proposal preparation cost, nor for cost 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.

2.0 RULES GOVERNING COMPETITION

2.1 Examination of Proposals

Proposers should carefully examine the entire Request for Proposal (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

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 Proposer 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 an Agreement, 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 straight forward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP.

2.5 Signature Requirements

The proposal transmittal letter must be signed. A proposal may be signed by; an officer or other agent of a Proposer, if authorized to sign agreements on its behalf; a member of a partnership; an owner of a privately-owned Proposer; 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.

2.6 Proposal Submission

Five (5) copies of the proposal are to be submitted to the City of Kenai Administration at 210 Fidalgo Avenue, Kenai, AK 99611, in a sealed envelope clearly marked with the proposer's name and "Kenai Visitor Center Management and/or Kenai Tourism and Marketing Services Center RFP."

2.7 Tax Compliance

Kenai City Code requires that businesses or individuals contracting to do business with the City comply with the Kenai Peninsula Borough tax provisions. No agreement will be awarded to any individual or Proposer found to be in violation. The Kenai Peninsula Borough Tax Compliance Certification form is attached.

2.8 Licenses and Certifications

Proposers shall include with their proposals copies of all licenses, certificates, registrations and other credentials required for performance under the agreement. Documentation must be current

and must have been issued by or under 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 license and applicable professional licenses, registrations and certificates.

2.9 News Releases

News releases pertaining to the award resulting from the RFP shall not be made without prior written approval of the City of Kenai's 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 Public Works Department and will become public record after award of an Agreement.

2.11 Oral Change/Interpretation

No oral change, or interpretation, of any provision contained in this RFP is valid. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the City.

Proposer shall acknowledge receipt of addenda in their transmittal letter. Only a proposal acknowledging receipt of all addenda may be considered responsive, unless the unacknowledged addenda, in the opinion of the City Manager, would have no material effect on the terms of the proposal. The City Manager may elect to allow a proposer to acknowledge receipt of addenda after opening proposals.

2.12 Replacement of Submitted Proposals

Replacements will be accepted by the City, and binding upon the responding Proposer, only if it is received by the City at the place designated for submission prior to the scheduled deadline and meets all other RFP conditions.

2.13 Late Submissions

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

2.14 Withdrawal of Proposals

At any time prior to 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 written consent of the City.

2.15 Acceptance – Rejection of Proposals

The City may reject any or all proposals if the City Manager determines that it is in the best interest of the City 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 Interests

No member of the governing body of the City of Kenai or other officer, employee or agent 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 agreement 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 Proposer for itself and its principal employees, officers, agents, directors or shareholders covenants that neither the Proposer nor any of the listed classes of individuals has nor shall acquire any interest, direct or indirect, in the project, direct or indirect, to which the agreement pertains which would conflict in any manner or degree with the performance of its work hereunder. The selected proposer further covenants that in its performance of the agreement no person having such interest shall be employed, without first disclosing his/her potential conflict.

3.0 SCOPE OF SERVICES

3.1 Services to be Performed

The City of Kenai requires the following Visitor Center Management and/or Kenai Tourism and Marketing Services to manage the Kenai Visitor and Cultural Center and/or market Kenai:

A. Schedule A

Visitor Center Management:

- a. The City provides non-exclusive access to the City-owned Kenai Visitor and Cultural Center. Located at 402 Overland Street, the facility was constructed in 1992 and is approximately 9,340 square feet, including a 1,980-square-foot Cultural Exhibition Area, which houses the City's permanent collection of natural history objects, archeological material, native artifacts and contemporary art. The facility also includes a conference room, reception, boardroom, two offices, loading area, copy room, kitchen, storage, bathrooms and basement. The Proposer may charge City-approved fees and rent for portions of the center upon written consent, as well as sell merchandise at the facility to defray costs associated with facility management.
- b. The City provides maintenance, grounds keeping, snow removal, security monitoring, and utilities (water, sewer, electrical, and natural gas) at no cost to the Proposer. The Proposer must keep the facility in a clean and sanitary condition and is responsible for janitorial services, telephone or internet services, and operating supplies.
- c. The Proposer maintains adequate staffing during operating hours to provide service to the public. As the first stop made by visitors to find information about the Kenai area, the Proposer must provide information on community and visitor programs, events, and exhibits in a friendly and enthusiastic manner.

- d. The Proposer provides an agreed upon annual plan of operations for management of the Kenai Visitor and Cultural Center facility to include but not be limited to proposed staffing, hours of operations, scheduling and managing use of the facility, and rental fees with high standards commensurate to a high-visibility structure and to ensure operations run efficiently and maintain the safety, appearance, and the efficient/effective use of the facility to host community and visitor programs, events, and exhibits without favoritism or discrimination.
- e. The Proposer manages and creates and maintains displays of the City of Kenai's permanent collection of natural history objects, archeological material, native artifacts and contemporary art and encourages use of the facility for events and exhibits that promote Kenai's abundant natural resources and diverse community and provides an annual inventory of all items in the City's collection.
- f. The Proposer tracks and provides an annual report on the number and nature of visitors to the Center, facility rentals, and participants at events and exhibits.

and/or;

B. Schedule B

Tourism and Marketing Services:

- a. The Proposer provides an agreed upon annual marketing plan that promotes Kenai as a year-round visitor destination, center for cultural and outdoor events and activities, and hub for economic and business opportunities that enrich Kenai's tourism industry and the community's overall quality of life.
- b. The Proposer partners with the City of Kenai on event promotion and planning to attract visitors and business to Kenai, including but not limited to the Silver Salmon Derby, Eagle Cam, Personal Use Fishery and regular and new community events.
- c. The Proposer markets, solicits, advertises, and provides information for conventions, tourism, and other gatherings to maximize use of event and tourism facilities in Kenai.
- d. The Proposer markets, solicits, advertises, and provides information to prospective businesses and residents of the City of Kenai.
- e. The Proposer performs all responsibilities of tourism and marketing, including but not limited to destination marketing, press releases, print and online media, and visitor guides.
- f. The Proposer tracks and reports hotel bookings, events, and leads and provides a quarterly report on the Proposer's performance under the Agreement.

3.2 Contract Formation

Contract(s) in this matter will not be formed until executed by all parties including the City of Kenai City Manager. Performance under the contract(s) will not begin until the contract(s) is fully executed by all parties. A sample facilities management agreement and ample marketing services agreement are provided as attachments. Terms and conditions of these agreements are subject to negotiation with successful Proposer(s).

3.3 Term and Conditions

A. Term of Contract(s)

Contract(s) will be for an approximately three-year term of July 1, 2019, through June 30, 2022, and may be extended for two successive one-year terms by mutual consent of the City and the Proposer (s). Neither party has any obligation to agree to extend the initial term of the Agreement.

B. Subject to Appropriation

Compensation for services require the Kenai City Council to annually appropriate funds for payment of services. The obligation of the City to provide funding is subject to the availability of funds lawfully appropriated for that purpose by the Kenai City Council.

C. Insurance and Indemnification Requirements

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 subProposer who directly or indirectly provides services under the Agreement); and,
- iii. Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits not less than \$1,000,000 combined single limit per occurrence.

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;
- ii. For workers 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 without an independent of litigation. This provision shall survive expiration or termination of any Agreement(s).

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.

4.1 Letter of Transmittal

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

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

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

The letter must acknowledge all addenda, if any.

4.2 Profile of the Management Proposer and Key Staff

Describe your organization and key staff experience and qualifications in the following areas:

A. Schedule A

Visitor Center Management:

- a. Facilities Management
- b. Art/Cultural Collection Management
- c. Operations management in the Visitor Industry
- d. Public/customer service focus

and/or,

B. Schedule B

Tourism and Marketing Services:

- a. Tourism, marketing and event promotion.
- b. Marketing in the visitor industry
- c. Community promotion
- d. City of Kenai or similarly situated municipal experience

Identify key staff who will provide services on behalf of the Proposer . Resumes should be included for each individual(s) referenced.

4.3 Scope of Work Section

Provide narrative(s) on how your organization will fulfill the Scope of Work and provide the required services for:

A. Schedule A

Visitor Center Management: Plan of Operations

and/or;

B. Schedule B

Tourism and Marketing Services: Marketing Plan

4.4 Cost Proposal

Complete the Cost Proposal Form(s) included as Attachment A for:

A. Schedule A – Visitor Center Management;

and/or,

B. Schedule B - Tourism and Marketing Services

Cost proposals must be per year for the initial contract period (three years) 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.

The cost proposal page(s) must be placed in a separate sealed envelope for each Schedule for which the Proposer is submitting a bid and marked either “Kenai Visitor Management Services – Cost” and/or “Kenai Tourism and Marketing Services – Cost.”

4.5 Non-Profit Requirement for Kenai Visitor Center Management

The primary benefit of the Kenai Visitor and Cultural Center is to serve the public, and a Proposer organized as a 501 (c)(3) will be able to take advantage of raising funds from private foundations and granting agencies not available to other types of entities. Therefore, a Proposer organized as a 501(c)(3) or able to organize a related 501(c)(3) and obtain recognition as a 501(c)(3) within six (6) months of entering into an Agreement with the City is required. The proposal must address how the Proposer will meet this requirement.

4.6 References

The proposal shall include a list of five (5) references for work performed by the Proposer similar to this engagement. 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 Work as this engagement.

5.0 EVALUATION PROCESS AND CRITERIA

5.1 Evaluation Process

A committee of individuals representing the City of Kenai will evaluate the proposals. The committee will rank the proposals as submitted. The City of Kenai reserves the right to award an agreement solely on the written proposal. A sample agreement(s) is attached with all terms subject to negotiation.

The City also reserves the right to request oral interviews with the highest ranked Proposers (short list). 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

Proposals will be reviewed and scored by an evaluation committee made up of five (5) administrative personnel. Proposers may submit proposals for: 1) Schedule A – Kenai Visitor Center Management; or 2) Schedule B - Tourism and Marketing Services for Kenai; or 3) Both Schedule A and Schedule B – Kenai Visitor Center Management and Tourism and Marketing Services for Kenai. Organizations which submit proposals for both Schedule A and B will receive an additional 5 points on Schedule B.

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

A. Schedule A

Visitor Center Management

- | | |
|---|-------------|
| 1. Proposer's experience managing a similar facility | (20 points) |
| 2. Qualifications and resumes of the key staff assigned | (20 points) |
| 3. Proposer's references | (10 points) |
| 4. Plan of Operations | (40 points) |
| 5. Cost | (10 points) |

Committee members will independently review the proposals and award points for above factors 1 – 4. Factor 5 will be scored by the committee as a whole using the following formula:

$$\frac{\text{Lowest total cost proposal}}{\text{Proposer total cost proposal}} \times 10 = \text{Points Awarded}$$

B. Schedule B

Tourism and Marketing Services

- | | |
|---|-------------|
| 1. Proposer 's marketing and planning experience | (20 points) |
| 2. Qualifications and resumes of the key staff assigned | (20 points) |
| 3. Proposer 's references | (10 points) |
| 4. Marketing Plan | (40 points) |
| 5. Cost | (10 points) |
| 6. Additional points for Schedule A proposal | (5 points) |

Committee members will independently review the proposals and award points for above factors 1 - 4. Factor 5 will be scored by the committee as a whole using the following formula:

$$\frac{\text{Lowest total cost proposal}}{\text{Proposer total cost proposal}} \times 10 = \text{Points Awarded}$$

7.0 APPEAL PROCEDURE

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>

6.0 TIMELINE

Proposal Documents Available:	March 1, 2019
Pre-proposal Site Visit (Optional):	March 12, 2019 @ 2:00 p.m.
Last Day for Questions:	March 15, 2019 @ 5:00 p.m.
Proposal Due Date:	March 29, 2019 @ 5:00 p.m.
Proposal Evaluation Completed:	April 30, 2019
Notice of Intent to Award:	May 2019
Contract Execution:	May 2019
Begin Services:	July 1, 2019

7.0 SELECTION PROCESS

The Proposer with the highest total evaluation points may be invited to enter into agreement negotiations on cost, scope of work, and other terms of the agreement 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 who are 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.

**COST PROPOSAL FORM
SCHEDULE A
VISITOR CENTER MANAGEMENT**

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.

Cost proposal is the annual fee for the initial contract period (three years) 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.

VISITOR CENTER MANAGEMENT ANNUAL FEE

FY2020 – July 1, 2019 thru June 30, 2020 \$ _____

FY2020 – July 1, 2020 thru June 30, 2021 \$ _____

FY2020 – July 1, 2021 thru June 30, 2022 \$ _____

TOTAL AGREEMENT NOT TO EXCEED \$ _____

By executing this cost proposal, I certify that I have the authority to bind the Proposer or other entity submitting this proposal.

Proposer Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Telephone: _____

Email: _____

Signature: _____

Title: _____

Date: _____

**COST PROPOSAL FORM
SCHEDULE B
TOURISM AND MARKETING 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.

Cost proposal is the annual fee for the initial contract period (three years) 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.

TOURISM AND MARKETING SERVICES ANNUAL FEE

FY2020 – July 1, 2019 thru June 30, 2020 \$ _____

FY2020 – July 1, 2020 thru June 30, 2021 \$ _____

FY2020 – July 1, 2021 thru June 30, 2022 \$ _____

TOTAL AGREEMENT NOT TO EXCEED \$ _____

By executing this cost proposal, I certify that I have the authority to bind the Proposer or other entity submitting this proposal.

Proposer Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Telephone: _____

Email: _____

Signature: _____

Title: _____

Date: _____

**AGREEMENT FOR FACILITY MANAGEMENT SERVICES
AT THE KENAI VISITORS AND CULTURAL CENTER FACILITY**

THIS AGREEMENT is made this ____ day of _____ 201__, by and between the CITY OF KENAI (Owner), whose address is 210 Fidalgo Avenue, Kenai, AK 99611-7794, and _____ (Contractor), whose address is _____.

RECITALS:

Owner desires to retain the professional services of Contractor to manage the Kenai Visitors and Cultural Center located at 402 Overland Street in the City of Kenai.

Contractor is a professional in this area and specifically in the provision of visitor services to the public and has the experience, skill, knowledge, and competence to perform these services.

Owner wants to contract for the provision of these services by Contractor in order to obtain best financial arrangements for the City and provide affordable and quality experiences for its residents and facility users. Contractor agrees to perform its services under this Agreement with due diligence and due care and in a good and professional manner.

Owner and Contractor therefore agree as follows:

1. Definitions. For this Agreement, the following definitions apply:

A. "Manager" means the Kenai City Manager or their designee as agent for and on behalf of Kenai.

B. "Concession" means all sales or rentals of goods or services in the Facility, the parts of the Facility where those sales or rentals are made, and equipment or facilities in the Facility used for those sales or rentals.

C. "Contractor" shall mean _____.

D. "Council" means the Kenai City Council.

E. "Facility" means the Kenai Visitors and Cultural Center located at 402 Overland Street in Kenai, Alaska.

F. "Management" or "management services" means performing all work to operate and provide the services and reports required by this Agreement and all work necessary to support the Facility's provision of service to the public, including but not

limited to, supervision of staff, supervision and control of participants using the Facility and accessing any programs at the Facility, providing appropriate promotion of the recreational and economic potential of the community and cultural programs for the general public, scheduling use of the Facility, maintenance of the Facility, engaging in sales marketing of the activities and programs at the Facility, and the of visitor concessions at the Facility.

G. "Owner" or "City" means the City of Kenai.

2. Term. The term of this Agreement shall begin on _____ (date), and end on _____ (date). This Agreement may be extended for one additional two-year term upon mutual written consent of Owner and Contractor. Contractor shall notify Owner in writing no less than 180 days before the end of the remaining term of this Agreement if Contractor desires to extend the Agreement for any additional term. Neither party has any obligation to agree to extend the initial term of this Agreement.

3. Compensation.

A. Owner shall pay Contractor annual fee \$ _____ per contract year (July 1 to June 30) for management of the Facility and/or tourism and marketing services at the Facility. Owner will pay the fee in 12 equal monthly installments, payable within 14 days after billing by Contractor. Any compensation due for portions of a month for which services are provided by Contractor will be pro-rated to a daily rate.

B. Except as may otherwise be stated in this Agreement, Owner will not provide any additional compensation, payment, service, or other thing of value to Contractor in connection with performance of its obligations under this Agreement. Contractor's overhead and other indirect or direct costs Contractor may incur in the performing its obligations under this Agreement have already been included in computation of Contractor's fee and may not be separately charged to the Owner.

C. Subject to Appropriation. Contractor recognizes that compensation for its management services require the Council to annually appropriate funds for payment of the management services. The obligation of Owner to provide funding under this Agreement is subject to the availability of funds lawfully appropriated for that purpose by the Council. The termination of this Agreement due to fiscal necessity and/or non-appropriation of funds by Owner shall not constitute a breach or default of Owner. In the event of a non-appropriation of funds, Owner may terminate this Agreement under Section #16(B), below, however termination shall not be subject to 60 days' notice. Instead, Owner shall give reasonable advance notice of non-appropriation as soon as practicable but in no case shall notice be less than ten days in advance of the effective termination date.

D. Termination. If Contractor's services are terminated for any reason, Contractor's claim for compensation shall be limited to payments due based on a proportional number of days it operated the Facility. Contributions in kind are not eligible for reimbursement unless this contribution is directed toward approved, appraisable improvement to the Facility. Upon termination, any alteration or renovation to the Facility approved by Owner in writing, will be reimbursed at fair market value or actual cost as reported to Owner (whichever is less) unless the parties have previously otherwise agreed. If necessary, fair market value of such improvements will be determined by a professional appraiser. The appraiser will be selected jointly by the parties and the appraisal fee will be split equally.

4. Independent Contractor; No Agency. Contractor's relationship with Owner shall be that of an independent contractor with the authority to control and direct the performance of the details of the management services that are the subject of this Agreement. Nothing contained in this Agreement shall be construed to create an agency, partnership, joint venture, or employee-employer relationship between Owner and Contractor. Contractor is not the agent of Owner and Contractor is not authorized to make any representation, contract, or commitment on behalf of Owner.

5. Scope of Services—General Obligations of Contractor.

A. Yearly Operation. Facility management services shall be a year-round function of Contractor to carry out its Annual Operations Plan. Contractor shall perform the management work and all services on an as needed/scheduled basis as determined by Contractor (except where specifically identified below).

B. Services. Contractor shall provide recreational, educational, cultural, and leisure programs and services at the Facility for all age groups. Contractor agrees to make the Facility available to community user groups and/or organizations in order to serve the varied interests and needs of the community.

C. Concessions. Contractor will provide, at its own expense, other business, educational, cultural, or leisure services to the general public that are not inconsistent with this Agreement. Contractor shall have the exclusive right to operate concessions in the Facility. Contractor is responsible for defining said services and coordinating all aspects of service offerings, whether required under this Agreement or offered as an additional concession of Contractor.

D. Fees. Contractor may charge a fee approved by the City for use of the Facility and/or for participation in any programs and/or services it provides unless otherwise specified in this Agreement. Any fees charged by Contractor for any purpose must not discourage public use of the Facility and should be consistent with fees charged for similar services at other facilities.

E. Public Facility. The programs provided in the Facility must be generally available to the public. Contractor may not restrict appropriate public participation at the Facility and may not restrict public access for appropriate use of the Facility.

F. Employees. It is Contractor's duty to train Contractor's employees in order to provide the management services. The management services shall be performed by qualified, careful, and efficient employees in strict conformity with the best practices and highest applicable standards. The manner in which these services are performed shall be determined by Contractor. Contractor shall pay all salaries and expenses of, and pay all federal social security taxes, federal and state unemployment taxes, and any similar payroll taxes relating to, Contractor's employees.

G. Permits, Licenses, and Certificates. Contractor shall obtain and maintain all necessary licenses and permits; comply with the requirements of all permits; pay all taxes lawfully imposed on Contractor's business; and pay any other fee or charge assessed under any applicable public statute, regulation, or ordinance. Said licensing includes, but is not limited to, obtaining state and borough business licenses and tax certificates, and, where applicable to Contractor, paying all taxes and filing all documents necessary to maintain Contractor's status as a corporate entity in good standing in the State of Alaska.

H. Taxes and Assessments. Contractor shall pay all taxes lawfully imposed on its business, and pay any other fee or charge assessed under any applicable public statute, regulation, or ordinance. Contractor shall collect and pay any and all gross receipts, compensation, transaction, sales, use, payroll, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid to Contractor or to Contractor's employees or contractors under or arising out of this Agreement.

6. Scope of Services—Specific Performance Requirements.

A. Specific Activities Required. Unless Owner (as approved by the Council) requests termination of a service, Contractor shall provide the following services at the Facility on a regularly-scheduled basis:

Visitor Center Management:

- a. The City provides non-exclusive access to the City-owned Kenai Visitor and Cultural Center. Located at 402 Overland Street, the facility was constructed in 1992 and is approximately 9,340 square feet, including a 1,980-square-foot Cultural Exhibition Area, which houses the City's permanent collection of natural history objects, archeological material, native artifacts and contemporary art. The facility also includes a conference room, reception, boardroom, two offices, loading area, copy room, kitchen, storage, bathrooms and basement. The Contractor may charge City-approved fees and rent for portions of the center upon written consent,

as well as sell merchandise at the facility to defray costs associated with facility management.

- b. The City provides maintenance, grounds keeping, snow removal, security monitoring, and utilities (water, sewer, electrical, and natural gas) at no cost to the Contractor. The Contractor must keep the facility in a clean and sanitary condition and is responsible for janitorial services, telephone or internet services, and operating supplies.
- c. The Contractor maintains adequate staffing during operating hours to provide service to the public. As the first stop made by visitors to find information about the Kenai area, the Contractor must provide information on community and visitor programs, events, and exhibits in a friendly and enthusiastic manner.
- d. The Contractor provides an agreed upon annual plan of operations for management of the Kenai Visitor and Cultural Center facility to include but not be limited to proposed staffing, hours of operations, scheduling and managing use of the facility, and rental fees with high standards commensurate to a high-visibility structure and to ensure operations run efficiently and maintain the safety, appearance, and the efficient/effective use of the facility to host community and visitor programs, events, and exhibits without favoritism or discrimination.
- e. The Contractor manages and creates and maintains displays of the City of Kenai's permanent collection of natural history objects, archeological material, native artifacts and contemporary art and encourages use of the facility for events and exhibits that promote Kenai's abundant natural resources and diverse community and provides an annual inventory of all items in the City's collection.
- f. The Contractor tracks and provides an annual report on the number and nature of visitors to the Center, facility rentals, and participants at events and exhibits.

B. Operating Hours; Calendar. Contractor will maintain daily, monthly and annual schedules of services and activities held at the Facility and shall provide public access to this schedule. Contractor shall operate the Facility according to this published schedule.

C. Fee Schedule. Contractor shall develop and publish fee schedules for all services, events, and activities conducted at the Facility and for all charges made to the public for use of the Facility and its equipment. The fee schedule must be approved in advance by the City Manager and may be subject to change by the Council. The Fee Schedule attached as Exhibit A to this Agreement is approved.

D. Revenues. Contractor shall collect all revenues generated at the Facility and shall use generally-accepted accounting principles and appropriate internal controls for its accounting activities. Contractor agrees that Owner shall not be liable or responsible for funding any deficits or delinquencies owed to Contractor other than the payments required under Section #3 of this Agreement.

E. Repairs. Contractor bears the responsibility for the cost of repairs of the structure or its internal components and equipment due to any damage or breakage caused by the negligence or intentional act of the Contractor or of a client during operating hours of the Facility. Contractor is responsible for the maintenance and repair of the pool

tables and vending machines.

F. Janitorial; Appearance. Contractor shall keep the Facility in a clean and sanitary condition. Contractor shall pay for and provide all janitorial services and supplies required to keep the Facility clean and presentable. Contractor shall not permit any garbage or other refuse to accumulate in the Facility or on the grounds surrounding the Facility.

G. Snow Removal. Contractor shall be responsible for snow removal of all sidewalks around the building or leading up to the Facility. Contractor must keep all ingress and egress points for the Facility (main entrance, fire exits, *etcetera*) clear of ice and snow so they may be used safely at all times.

H. Security. Contractor will take all reasonable precautions to prevent unauthorized entry into the Facility, including the placing of signs or other devices intended to deter or restrict such entry. Contractor shall develop and follow policies and procedures relating to issuing keys, handling cash and deposits, opening and closing, and dealing with difficult patrons.

I. City Use. The City may use the Facility for City sponsored events at no cost to the City. All City events shall be coordinated with Contractor so as not interfere with prior scheduled services.

7. Contractor's Reporting and Planning Requirements.

A. Annual Operations Plan. No later than January 1 of each year, Contractor shall provide Owner with an Annual Operations Plan. Contractor shall work with the City Manager's office to assure the Annual Operations Plan meets the requirements and expectations of Owner.

B. Facility Annual Operating Budget. No later than January 1 of each year, the Contractor will submit to Owner its Annual Operating Budget. The budget should include all projected and the prior year's actual operating and capital costs for the Facility, including a projected income and expense statement and a projected year-end balance sheet. The budget must also include detailed projections of revenues by category and source; operating expenses by category; numbers served by category; and administrative and general expenses to Contractor in managing the Facility.

C. Semi-Annual and Annual Reports. Contractor will submit to Owner a semi-annual report and an annual report identifying usage of the Facility by program (see Section #6 – Scope of Services, Paragraph A). These reports shall include categorization of usage by age group of user; a categorization of usage of the Facility by component of the Facility (for example, teen center, gym, toddler time, leagues); an updated inventory of Owner's equipment and furnishings purchased; and, a detailed description, including

costs, for equipment needing to be replaced. Contractor must submit the annual report on or before January 1 and July 1 of each year of this Agreement beginning _____ (date).

8. Owner's Obligations. Owner shall perform the following functions or provide the following materials related to the Facility:

A. Operations and Maintenance Costs. Owner is responsible for maintenance and repair of the Facility required by normal wear and tear. Owner will perform routine maintenance on all incorporated systems in the Facility including fire suppression and alarm systems, electrical systems, mechanical systems, plumbing systems, and HVAC. Contractor must notify the City Manager, Attention: Building Maintenance, for "Requests for Service of Repairs" on forms, or in a manner as requested by Owner. The City's Work Order Request Form, attached as Exhibit B is the form that Contractor should use to request maintenance. This duty of Owner does not extend to maintenance on a system required due to Contractor's failure to properly supervise and manage the Facility during business hours (for example, vandalism in the Facility during schedule working hours).

B. Utilities. Owner shall pay the following utility costs for the Facility: water, sewer, electrical, natural gas, telephone service (excluding long-distance, conference call, and other extraordinary phone charges).

C. Snow Removal. Owner is responsible for snow removal from the parking lot of the Facility.

D. Grounds Keeping. Owner shall maintain the grounds on the exterior of the Facility, subject to Contractor's obligation to keep the grounds of the Facility free of garbage and refuse.

E. Equipment Replacement. Owner is responsible for the replacement of Owner-owned equipment as necessary due to normal wear and tear of the equipment.

F. Insurance. Owner shall provide Broad-Form Property Damage Insurance for the Facility.

9. Ownership of Equipment and Furnishings.

A. Owner recognizes that Contractor will from time-to-time purchase equipment and furnishings to accomplish the work and provide the management services required and the concessions allowed under this Agreement. Equipment and furnishings purchased with Contractor funds shall be the sole property of Contractor. Equipment and furnishings donated to Contractor shall be the sole property of Contractor.

B. With the exception of pass-through grants administered by Owner,

equipment and furnishings purchased with Owner funds or with any funds provided by grants from Owner shall be the sole property of Owner. Contractor will mark and inventory this Owner property and provide Owner with a copy of the inventory with its semi-annual and annual reports.

C. Prior to occupying the Facility, Contractor and Owner will conduct a walkthrough to investigate conditions of the Facility and equipment inside the Facility.

10. Alterations and Renovations. Contractor may not make any alterations or renovations to the Facility without the prior written consent of Owner. Contractor shall provide Owner with an actual cost report within ten days of completion of any alteration or renovation project.

11. Signs. Contractor may not place or erect poles, lights or devices on the exterior of the Facility or the curtilage or on adjacent property without the prior written consent of Owner.

12. Fundraising. Fundraising using the name of, or on behalf of, the City of Kenai or the Kenai Visitor and Cultural Center must be approved in advance in writing by the City of Kenai.

13. Insurance.

A. Contractor shall, at Contractor's own expense, 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 (Contractor 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 non-owned vehicles with coverage limits not less than \$1,000,000 combined single limit per occurrence.

Where specific limits are stated, the limits are the minimum acceptable limits. If Contractor's insurance policy contains higher limits, Owner is entitled to coverage to the extent of the higher limits.

B. All insurance required by this Section #13 shall meet the following additional requirements:

- i. for comprehensive general liability and automobile liability insurance, name the City of Kenai as an additional insured;
- ii. 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' 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.

C. Contractor shall submit to Owner proof of insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf. The effective date of the insurance will be no later than the first day of the term of this Agreement.

D. The indemnification and insurance coverage requirements stated in this Section #13 and in Section #14 below do not relieve Contractor of any other obligation under this Agreement.

E. Owner may increase the amount or revise the type of required insurance upon written demand without requiring amendments to this Agreement. Owner will base any increase or revision upon reasonable and justifiable grounds. Within two weeks of the written demand, Contractor shall submit to Owner evidence of insurance coverage that meets the requirements of Owner.

14. Indemnity, Defend, and Hold Harmless Agreement. Contractor shall indemnify, defend, and hold harmless Owner 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 Contractor or Contractor's employees, agents, or invitees arising out of Contractor's performance of services under this Agreement, except to the extent any negligence of Owner or its employees or agents is a proximate cause of any injury or damage. If a third party asserts a claim against Contractor and Owner, Contractor and Owner shall seek in good faith to achieve Agreement to an apportionment of fault as between them without an independent of litigation. This provision shall survive expiration or termination of this Agreement.

15. Notice of Accident, Injury, or Claims.

A. Each party shall give to the other prompt and timely written notice of any claim made or suit instituted within its knowledge that in any way, directly or indirectly, contingently or otherwise, affects or might affect the other party.

B. Contractor shall report all incidents of accident or injury promptly in writing to the City Manager for Kenai.

16. Termination.

A. For Cause. If either party fails to perform any of the terms, conditions, covenants, or obligations under this Agreement, the other party may terminate this Agreement. As a condition of the exercise of the right of termination, the terminating party must notify the other party in writing of its intent to terminate, stating with reasonable specificity the reasons for termination for cause. Upon receiving this written notice, the other party will have 30 calendar days to cure the default(s). If the other party fails to cure all defaults to the satisfaction of the other party within thirty 30 days, the party may declare the Agreement terminated.

B. Termination for Convenience of the City. Owner may terminate this Agreement at any time by giving written notice to Contractor of its intent to terminate. Owner shall provide contractor with at least 60 days' advance notice of its election to terminate for its convenience. All finished or unfinished documents, surveys, reports, and/or other material prepared by Contractor under this Agreement are the property of Owner and Contractor hereby agrees to peaceably return all such items to Owner by or upon the effective date of termination and as may be further instructed by Owner. Contractor shall be entitled to receive compensation for services rendered up to and through the date of termination.

17. Duties Upon Termination.

A. Upon termination of this Agreement under Section #16(A), Owner may take immediate possession of the Facility.

B. Upon termination of this Agreement under Section #16(B), including termination due to non-appropriation of funds by the Council, there shall be a transition period of not greater than 90 days with regard to the removal of Contractor's property from the Facility. If Contractor fails to vacate upon expiration of the transition period, the City may remove and store the property at Contractor's expense or store the equipment at the Facility and charge Contractor a reasonable storage fee.

C. Contractor shall deliver to the Manager all documents, records, work products, materials and equipment of Owner and requested by the Manager.

18. Records and Right to Audit.

A. Contractor agrees to keep reliable accounting records and to prepare annual financial statements in accordance with generally accepted accounting principles.

B. Contractor shall make available to Owner for audit, examination, and copying, all of Contractor's records with respect to all matters covered by this Agreement continuing for a period ending six years after the date of expiration or termination. These records include, but are not limited to financial statements, ledgers, invoices, inventories, reports, employment Agreements and other contracts related to Contractor's provision of services under this Agreement. Contractor shall make available for examination all such records, and in such form as the City may reasonably require, at any time during Owner's normal business hours. Contractor shall make such records available to Owner upon ten business days' notice, except in the case of emergency where Contractor shall make such records available immediately.

C. In performing audits and investigations, Owner shall not unduly interfere with the ability of Contractor to perform its duties under this Agreement.

19. Right of Entry. Owner, its officers, employees, agents, and representatives may enter the Facility during operating hours to make inspection of the Facility and/or to perform maintenance activities. Owner will make reasonable attempts to notify Contractor if it requires emergency entry after operating hours.

20. No Discrimination. Contractor shall not discriminate on the grounds of race, color, religion, national origin, ancestry, age, or sex against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or State law. Contractor recognizes the right of Owner to take any action necessary to enforce this requirement.

21. Administration of this Agreement.

A. The Kenai City Manager is the representative of the City in administering this Agreement.

B. Contractor is responsible for the direct supervision of Contractor's personnel through Contractor's designated representative, and such representative shall in turn be available at all reasonable times to confer with the Owner's representative with respect to the services. The designated representative for Contractor is _____ . In the event that Contractor's representative is

unable to continue to serve as Contractor's representative, Contractor shall appoint a successor subject to a written approval of the Owner.

22. Notices. Any notice or communication required or permitted under this Agreement shall be in writing, addressed to the appropriate party at the address given below for the type of delivery, and given personally, by certified mail (return receipt requested), or by electronic mail. Notice by facsimile will NOT be accepted. All notices shall be effective upon the date of receipt, except if the notice or communication is received after 5:00 p.m. on a business day, or on a day that is not a business day of the receiving party, and then the notice or communication is deemed received at 8:00 a.m. on the next business day.

Owner: City of Kenai
210 Fidalgo Avenue
Kenai, AK 99611
Attn: City Manager
Email: postrander@kenai.city

Contractor: _____

ATTN: _____

(physical address for hand delivery)

(physical address for hand delivery)
Email: _____

Either party may change its address for notice by giving notice as provided herein to the other party.

23. Miscellaneous Provisions.

A. No Lease. This Agreement does not lease, rent, or otherwise convey any land or interest in real property or in the Facility or personal property of Owner's and in the Facility to Contractor.

B. Compliance with Laws. In performing its obligations, Contractor will comply with all laws, ordinances, and regulations of duly-constituted public authorities now or later enacted.

C. Assignment and Subcontract. Contractor shall not assign, subcontract, and/or transfer any right, obligation, or part of the services or work to be performed under this Agreement without prior written approval of the Owner. Any such assignment or

transfer or subcontracting of services without the consent of Owner shall constitute a default of Contractor.

D. Assumption of Risk. Contractor shall provide all proper safeguards and assume all risks incurred in performing the services.

E. No Waiver. If Owner does not insist in any one or more instances on the strict performance by Contractor of any requirement under this Agreement, it is not a waiver or relinquishment for the future, but the requirement will continue in full force. An Owner waiver of any provision or requirement in this Agreement cannot be enforced nor relied on unless the waiver is in writing and signed on behalf of Owner.

F. Integration and Modification. This Agreement contains the entire Agreement of the parties. All negotiations, statements, representations, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this Agreement or the performance of either party, are merged and integrated into this Agreement. This Agreement may not be modified except in writing signed by both parties.

G. Applicable Law/Venue. In any dispute between the parties, the laws of the State of Alaska shall govern. If any such dispute results in a lawsuit, the parties will bring the lawsuit before the courts of the State of Alaska in the Third Judicial District at Kenai.

H. Attorney's Fees and Costs. In the event that either party is in default in the performance of any of its obligations under this Agreement and any legal proceeding including arbitration is brought, the defaulting party shall pay to the other all actual costs and all expenses incurred in the action, including actual, reasonable attorney's fees.

I. Remedies. No right or remedy here conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given, or now or later existing at law or in equity or by statute.

J. Rules of Interpretation. Headings of Sections are solely for convenience of reference and shall not affect meaning, construction, or effect of this Agreement. Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa. Unless the context otherwise indicates, the use of the neuter, masculine, or feminine gender shall include the others as well.

K. Computation of Time. If any due date for a report or notice required under this Agreement falls on a weekend or on a City of Kenai holiday, the report or notice will be timely if filed with Owner on the next regular business day.

of _____
_____ corporation, on behalf of the corporation.

an

NOTARY PUBLIC for State of Alaska
My Commission Expires: _____

ATTEST:

City Clerk

SEAL:

APPROVED AS TO FORM:

Scott Bloom, City Attorney

**CITY OF KENAI
AGREEMENT BETWEEN OWNER AND SERVICE PROVIDER
FOR TOURISM AND MARKETING SERVICES**

MADE AS OF THE _____ DAY OF _____ 201____.

BETWEEN the OWNER: 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:

Tourism and Marketing Services:

- a. The Service Provider provides an agreed upon annual marketing plan that promotes Kenai as a year-round visitor destination, center for cultural and outdoor events and activities, and hub for economic and business opportunities that enrich Kenai's tourism industry and the community's overall quality of life.
- b. The Service Provider partners with the City of Kenai on event promotion and planning to attract visitors and business to Kenai, including but not limited to the Silver Salmon Derby, Eagle Cam, Personal Use Fishery and regular and new community events.
- c. The Service Provider markets, solicits, advertises, and provides information for conventions, tourism, and other gatherings to maximize use of event and tourism facilities in Kenai.
- d. The Service Provider markets, solicits, advertises, and provides information to prospective businesses and residents of the City of Kenai.
- e. The Service Provider performs all responsibilities of tourism and marketing, including but not limited to destination marketing, press releases, print and online media, and visitor guides.
- f. The Service Provider tracks and reports hotel bookings, events, and leads and provides a quarterly report on the Service Provider's performance under the Agreement.

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) subject to two, one year extensions. Extensions may be executed by the City Manager and Service Provider subject to mutual agreement.

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 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:

OWNER

City of Kenai
210 Fidalgo Ave
Kenai, Alaska 99611

SERVICE PROVIDER

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

Name: _____

By: _____

Title: _____

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on
this ____ day of _____, 201_

Paul Ostrander, 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.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

Approved by Legal: _____
Approved by Finance: _____

SERVICE PROVIDER:

By: _____

Name: _____

Title: _____

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on
this ____ day of _____, 201_

(title) _____

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: _____

Tax Compliance Certification

Kenai Peninsula Borough

Finance Department

144 N. Binkley Street
 Soldotna, Alaska 99669-7599
 www.kpb.us

Phone: (907) 714-2197
 or: (907) 714-2175
 Fax: (907) 714-2376



1.) Fill in all information requested. 2.) Sign and date. 3.) Submit with solicitation, or other.

For Official Use Only

Reason for Certificate: <input type="checkbox"/> Solicitation <input type="checkbox"/> Other:		For Department:	
		Dept. Contact:	
Business Name:			
Business Type: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other:			
Owner Name(s):			
Business Mailing Address:			
Business Telephone:		Business Fax:	
Email:			

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

REAL/PERSONAL/BUSINESS PROPERTY ACCOUNTS	
ACCT. NO.	ACCT. NAME

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)	
YEAR LAST PAID	BALANCE DUE

KPB Finance Department (signature required)

In Compliance Not in Compliance

Date

SALES TAX ACCOUNTS	
ACCT. NO.	ACCT. NAME

TAX ACCOUNTS/STATUS (TO BE COMPLETED BY KPB)		
FILED THRU	M/F's	BALANCE DUE

KPB Sales Tax Division (signature required)

In Compliance Not in Compliance

Date

CERTIFICATION: I, _____ the _____, hereby certify that, to the
(Name of Applicant) (Title)
 best of my knowledge, the above information is correct as of _____.
(Date)

Signature of 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.