

City of Kenai

Request for Proposals (RFP) Kenai Tourism and Marketing Services

Date Issued: February 1, 2024

Final Questions Due: Friday, February 23, 2024, by 4:00 p.m. (AST)

Proposal Due Date: Friday, March 1, 2024, by 4:00 p.m. (AST)

City of Kenai

210 Fidalgo Street Kenai, AK 99611



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ATTACHMENTS

Sample Professional Services Agreement Kenai Peninsula Borough Tax Compliance Certification Sample State of Alaska Business License Sample Certificate of Liability Insurance



ADVERTISEMENT

Project Name: Kenai Tourism and Marketing Services

Proposal Documents Available: Friday, February 1, 2024

Final Questions Due Date: Friday, February 23, 2024 by 4:00 p.m. (AST)

Proposal Due Date: Friday, March 1, 2024 by 4:00 p.m. (AST) at City Hall

The City of Kenai hereby invites qualified proposers to submit proposals for Kenai Tourism and Marketing Services. These services are anticipated to cost less than \$35,000.00 annually.

Proposers must contact Administration at 907-283-8223 or ccunningham@kenai.city to be placed on the plan holder's list to receive addenda.

Request for Proposal documents can be obtained at no cost on the City of Kenai website at www.kenai.city or at City Hall at 210 Fidalgo Avenue, Kenai, AK 99611 for a non-refundable fee of \$10.00 for paper copies.

Publish Public Notice: Peninsula Clarion 2/7, 2/10/2024

Anchorage Daily News 2/7, 2/11/2024

REQUEST FOR PROPOSALS

1.0 GENERAL INFORMATION

1.1 Purpose

The City of Kenai requires professional tourism and marketing services based upon a mutually agreed upon program and budget, and the services will consist of the duties associated with marketing 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. These services are anticipated to cost less than \$35,000.00 annually.

1.2 Background

The City of Kenai incorporated as a home-rule city in 1963, 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 and two mountain ranges with 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 and a thriving business and residential community.

1.3 Questions/Requests for Clarification

Any questions regarding this proposal must be submitted <u>in writing</u> by 4:00 p.m. AST on Friday, February 23, 2024. Questions may be emailed to ccunningham@kenai.city. The subject line of the email should read: "Questions: Kenai Tourism and Marketing 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 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.

1.5 Timeline

Advertise for Proposals	February 1, 2024
Final Questions Due	
Proposals Due	
Proposal Evaluation	
Intent to Award	
City Council Award	

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 Tax Compliance Certificate.

City of Kenai Municipal Code requires that businesses or individuals contracting to do business with the City be in compliance with City tax provisions. No contract will be awarded to any individual or business 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.

2.5 Licenses and Certifications

Proposers must include with their proposal copies of all licenses, certificates, registrations and other credentials required for performance. 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, Alaska contractor's license, and applicable professional licenses, registrations and certificates.

2.6 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 City Manager.

2.7 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 Manager's Office and will become public record after award of the contract.

2.8 Oral Change/Interpretation

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

Proposer shall acknowledge receipt of each addendum in the space provided on the Cost 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.

2.9 Modification of Proposals

Modifications will be accepted by the City, and binding upon the responding proposer, where the modification:

Is received by the City at the place designated for submission of RFP responses prior to the scheduled deadline; and,

Is sealed in an envelope clearly stating "Kenai Tourism and Marketing Services" and the name of the responding proposer; and,

Is signed by the same individual who signed the original submittal.

Should there be more than one submittal modification from a responding proposer, the last modification received prior to the deadline shall be opened and applied to the submittal. All earlier modifications shall be returned to the responding proposer unopened.

Any modification, which fails to meet any requirement of this section, shall be rejected and the submittal shall be considered as if no modification had been attempted.

2.10 Late Submissions

PROPOSALS NOT RECEIVED PRIOR TO THE DATE AND TIME SPECIFIED IN THIS RFP WILL NOT BE CONSIDERED.

2.11 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 of Kenai.

2.12 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.

If any proposer has interest in more than one proposal, all proposals in which such proposer has interest shall be rejected.

2.13 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.

2.14 Conflicts of Interest

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 contract as a result of this Request for Proposals, without first disclosing the individual's potential conflict by submitting a letter to the City of Kenai, establishing the individual or proposer's intent to do business with the City of Kenai. 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 contract 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 contract 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 professional Tourism and Marketing Services which are anticipated to cost less than \$35,000.00 annually:

- A. An agreed-upon annual tourism and marketing plan that promotes Kenai as a year-round destination by marketing Kenai to potential visitors and promoting economic opportunities that enrich Kenai's tourism industry and the community's overall quality of life.
- B. Develop a marketing strategy in coordination with the City of Kenai.
- C. Maintain existing ILoveKenai.com website or develop a new website (one-time cost), including but not limited to:
 - Develop website (one-time cost, if necessary)
 - Ensure the website is operational and available at all times, excluding downtime due to scheduled and emergency maintenance
 - Develop custom content, including articles, calendars, and information resources
 - Optimize website to improve search engine results (SEO)
 - Provide technical support and inform the City of Kenai of issues concerning the functionality and usage of the website
 - Implement data backup services on the data stored on the website
 - Provide summary reports upon request
 - Responsible for all fees and charges associated with the website, including development and customization fees
 - City of Kenai will retain ownership of the website domain name
- D. Provide social media marketing and management consistent with agreed-upon marketing plan, including but not limited to:
 - Maintain existing or establish new social media platforms
 - Create content and engagement as well as ongoing management
 - Monitor social media conversations and respond as appropriate
- E. Provide a mix of exclusive local photography, video, and other multimedia elements according to an agreed-upon marketing plan for use in marketing and deliver files electronically for future use by the City.

- F. Design and purchase targeted online advertising.
- G. Establish ongoing collaboration with the City of Kenai through regular meetings.
- H. Provide quarterly reports and an annual report on performance under the Agreement.

3.2 Contract Formation

A contract in this matter 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 facilities management 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 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 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;
- 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 without an independent of litigation. This provision shall survive expiration or termination of any Agreement(s).

3.3 Term and Conditions

A. Term of Contract

A contract will be for an approximately three-year term of July 1, 2024, through June 30, 2027, and may be extended for two successive one-year terms by mutual consent of the City and the Proposer. Neither party has any obligation to agree to extend the initial term of the Agreement.

B. Subject to Appropriation

Compensation for services requires 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.

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 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.

4.2 Proposal Submission

A complete proposal package must be submitted on or before Friday, March 29, 2024 by 4:00 p.m. AST, to the City of Kenai, 210 Fidalgo Street, Kenai, AK 99611, in a sealed envelope:

Proposal responses must be comprised of two documents placed in separate sealed envelopes.

One shall contain only the RFP Cost Proposal on the Cost Proposal Form and must be titled: "Kenai Tourism and Marketing Services – [NAME OF PROPOSER] Cost Proposal."

The cost proposal 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 second shall contain all other response materials and must be titled: "Kenai Tourism and Marketing Services – [NAME OF PROPOSER] RFP Response."

The City reserves the right to establish any and all elements or terms of this proposal. All proposals submitted shall be binding upon the proposer if accepted by the City.

4.3 Letter of Transmittal

Briefly state your proposer 's understanding of the project's purpose and 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.

4.4 Experience/Qualifications

Detail the proposers' relevant experience performing facility management or work of a similar nature, including experience marketing other Alaska municipalities.

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.

Provide a sample work product for deliverables the Proposer has developed for clients similar to this the services required in this Request for Proposals. It is not required that the sample includes the client name, confidential, or proprietary information.

4.5 Key Staff Assigned and Sub-consultants

Identify key staff and sub-consultants expected to provide services on behalf of the proposer. Resumes should be included for each of the individuals and sub-consultants referenced. Be specific on the proposed staff regarding experience and qualifications for services performed similar to the services required in this Request for Proposals.

4.6 Available Resources/Location

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

Describe the proposer's location where the primary services are to be provided and the ability to meet in person with City personnel when required during the performance of the contract.

4.7 Project Methodology and Approach

Provide detailed information on the proposer's methodology in meeting the scope of services requirements identified in Section 3.0. This should consist of a detailed plan indicating the steps to be completed and the resources that will be utilized.

Describe overall approach to include any special considerations, which may be envisioned.

4.8 Cost

Complete the Cost Proposal Form for Kenai Tourism and Marketing Services.

The cost proposal 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 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 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:

1.	Experience/Qualifications	(20 points)
2.	Key Staff Assigned and Sub-consultants	(10 points)
3.	Available Resources/Location	(10 points)
4.	Project Methodology and Approach	(50 points)
5.	Cost	(10 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:

<u>Lowest total cost proposal</u> x 10 = 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 Section 1.3 of 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.

COST PROPOSAL FORM KENAI TOURISM AND MARKETING SERVICES

represent that if awarded a contract, will enter interest for the Professional Services referenced in the Rebelow.	o and execute a contract with the City of Kenai
Cost proposal is the annual fee for the initial contra by the City for a period of not less than ninety (9 due.	
KENAI TOURISM AND MARKETING SER	RVICES ANNUAL FEE
FY2025 – July 1, 2024 thru June 30, 2025	\$Numerical amount
FY2026 – July 1, 2025 thru June 30, 2026	SNumerical amount
FY2027 – July 1, 2026 thru June 30, 2027	\$Numerical amount
An Agreement shall not be formed and no rights Agreement is fully executed by all parties.	shall exist under the Agreement until the final
By executing this Proposal, I certify that I have t Entity submitting this proposal.	he authority to bind the Company or Business
Name of Company or Business Entity	Date
Signature	Title
Print Name	Phone
Address	Fax
Address	Fmail Address

Cost Proposal is to be submitted in a separate sealed envelope

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

MADE AS OF THE D	AY OF	201
BETWEEN the OWNER:	CITY OF KENAI 210 Fidalgo Avenue Kenai, Alaska 99611	
AND the SERVICE PROVIDE	ER:	

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. An agreed-upon annual tourism and marketing plan that promotes Kenai as a year-round destination by marketing Kenai to potential visitors and promoting economic opportunities that enrich Kenai's tourism industry and the community's overall quality of life.
- B. Develop a marketing strategy in coordination with the City of Kenai.
- C. Maintain existing ILoveKenai.com website or develop a new website (one-time cost), including but not limited to:
 - Develop website (one-time cost, if necessary)
 - Ensure the website is operational and available at all times, excluding downtime due to scheduled and emergency maintenance
 - Develop custom content, including articles, calendars, and information resources
 - Optimize website to improve search engine results (SEO)
 - Provide technical support and inform the City of Kenai of issues concerning the functionality and usage of the website
 - Implement data backup services on the data stored on the website
 - Provide summary reports upon request
 - Responsible for all fees and charges associated with the website, including development and customization fees
 - City of Kenai will retain ownership of the website domain name
- D. Provide social media marketing and management consistent with agreed-upon marketing plan, including but not limited to:
 - Maintain existing or establish new social media platforms
 - Create content and engagement as well as ongoing management
 - Monitor social media conversations and respond as appropriate

- E. Provide a mix of exclusive local photography, video, and other multimedia elements according to an agreed-upon marketing plan for use in marketing and deliver files electronically for future use by the City.
- F. Design and purchase targeted online advertising.
- G. Establish ongoing collaboration with the City of Kenai through regular meetings.
- H. Provide quarterly reports and an annual report on 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

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:
By:	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	(title)
me or having produced satisfactory evidence of identification, appeared before me and	of being personally
acknowledged the voluntary and authorized	known to me or having produced satisfactory
execution of the foregoing instrument on behalf	evidence of identification, appeared before me
of said City.	and acknowledged the voluntary and authorized execution of the foregoing instrument on behalf of said corporation.
NOTARY PUBLIC FOR ALASKA	or said corporation.
My Commission Expires:	
	NOTARY PUBLIC FOR ALASKA
Approved by Legal:	My Commission Expires:
Approved by Finance:	

Tax Compliance Certification Kenai Peninsula Borough Finance Department

144 N. Binkley Street

Phone: (907) 714-2197

Soldofna, Alaska 99669-/599 www.kpb.us		or: (907) 714-217 Fax: (907) 714-237	
1.) Fill in all information requested.	2.) Sign and date. 3.) Submit v	vith solicitation, or oth	er. For Official Use Only
Reason for Certificate:		For Department	:
☐ Solicitation ☐ Other:		Dept. Contact:	
Business Name:			·
Business Type:	☐ Individual ☐ Corpora	ıtion 🗌 Partnershi	p Other:
Owner Name(s):			
Business Mailing Address:			
Business Telephone:		Business Fax:	
Email:			
contracting to do business with th	la Borough Code of Ordinan ne Kenai Peninsula Borough b	nces, Chapter 5.28.14 be in compliance with	elow. If no, please sign below.) 0, requires that businesses/individuals 1 Borough tax provisions. No contract Borough Code of Ordinances in the
REAL/PERSONAL/BUSINESS PROF	PERTY ACCOUNTS	TAX ACCOUNTS	S/STATUS (TO BE COMPLETED BY KPB)
ACCT. NO.	ACCT. NAME	YEAR LAST PAID	BALANCE DUE
			In Commission of Makin Commission
KPB Finance Department (signature	required)	Date	In Compliance 🗌 Not in Compliance
SALES TAX ACCOU	NTS	TAX ACCOUNTS	/STATUS (TO BE COMPLETED BY KPB)
	ACCT. NAME	FILED THRU	M/F'S BALANCE DUE
			In Compliance 🔲 Not in Compliance
KPB Sales Tax Division (signature rec	ųuired)	Date	
CERTIFICATION: I,(Name o	the		, hereby certify that, to the
(Name o best of my knowledge, the above i		(Title) (Date)	

Signature of Applicant (Required)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER PHONE (A/C, No. Ext): E-MAIL FAX (A/C, No): ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A INSURED INSURER B : INSURER C: INSURER D: INSURER E : INSURER F: COVERAGES **CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE LIMITS POLICY NUMBER GENERAL HADILITI 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED 100,000 X COMMERCIAL GENERAL LIABILITY PREMISES (Ea occurrence) X X 5,000 A MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$ X POLICY PRO-5 COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY 1,000,000 (Ea accident) BODILY INJURY (Per person) 5 ANY AUTO A ALL OWNED SCHEDULED X X BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE HIRED AUTOS **AUTOS** (Per accident) \$ 1,000,000 Underinsured motorist X UMBRELLA LIAB **EACH OCCURRENCE** \$ **OCCUR** EXCESS LIAB 4,000,000 CLAIMS-MADE AGGREGATE NETENTION S 10,000 \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X WC STATU-TORY LIMITS YIN ANY INCORPETOR/DARTHER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT 1,000,000 (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 X E.L. DISEASE - POLICY LIMIT 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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 or 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 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Kenai AUTHORIZED REPRESENTATIVE 210 Fidalgo Ave Kenai, AK 99611

ACORD 25 (2010/05)

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