

**City of Palmer  
Action Memorandum No. 15-027**

**Subject:** Authorize the City Manager to Negotiate and Execute a Contract for Visitors Information Services with the Palmer Museum of History and Art in an amount not to exceed \$61,440

**Agenda of:** March 10, 2015

**Council Action:** Authorized

**Originator Information:**

**Originator:** Sandra Garley  
**Date:** 2-13-15 **Requested agenda date:** 03-10-15

**Department Information:**

Route to:	Department Director:	Signature:	Date:
<u>                    </u>	Community Development	<u><i>Sandra Garley</i></u>	<u>2-13-15</u>
<u>          X          </u>	Finance	<u><i>Scott Chene</i></u>	<u>2/13/15</u>
<u>                    </u>	Public Safety	<u>                                    </u>	<u>                                    </u>
<u>                    </u>	Public Works	<u>                                    </u>	<u>                                    </u>

**Approved for presentation by:**

	Signature:	Remarks:
City Manager	<u><i>Joseph A. Harrow</i></u>	<u>                                    </u>
City Attorney	<u><i>                                    </i></u>	<u>                                    </u>
City Clerk	<u><i>                                    </i></u>	<u>                                    </u>

**Certification of Funds:**

Total amount of funds listed in this legislation: \$ 61,440

This legislation (√):

Has no fiscal impact       Creates a positive impact in the amount of: \$                                       
 Negative impact in the amount of: \$                                     

Funds are (√):

Budgeted      Line item(s): 01-01-20-6030 Contractual services  
 Not budgeted      Affected line item(s):                                     

General fund assigned balance (after requested budget modification): \$                                     

Enterprise unrestricted net position (after requested budget modification): \$                                     

Director of Finance Signature: *Scott Chene*

**Attachment(s):**

- Palmer Museum of History and Art Proposal
- RFP document with attached Example of Contract

**Summary statement:** Approval of AM 15-027 will award a contract to the Palmer Museum of History and Art (PMHA) to continue to provide Visitor’s Information services on behalf of the City. PMHA has provided this service for the past six years under a previous contract.

**Background:** The original 2009 contract with PMHA for these services and the allowable annual extensions to the contract expired on December 31, 2014. A Request for Proposals (RFP) for visitor’s information services was published in the Frontiersman Newspaper on January 2 and January 9, 2015, and was posted on the City website.

The City received one proposal from PMHA in response to the RFP. The proposal was evaluated based on the RFP criteria.

Criteria	Max. Points	PMHA Score
Experience in providing Visitors Information Services	50	50
Experience in creating tourism related information	20	18
Demonstration ability to collaborate with area and State visitor industry-	10	10
Background of principal service provider	20	19
MAXIMUM TOTAL POINTS	100	97

The Palmer Museum of History and Art was previously awarded the March 24, 2009 contract to provide these services on based on their response to a December 2008 RFP.

During the regular budget procedures of December 2014, Council authorized a 5% increase in the line item for this service, increasing the compensation to \$61,440.

<u>FY</u>	<u>History of Visitor Center Contract</u>	<u>Compensation</u>
2014	Amendment No. 5 – contract extension	\$58,520
2013	Amendment No. 4 – contract extension and compensation increase	\$58,520
2012	Amendment No. 3 – contract extension	\$53,200
2011	Amendment No. 2 – contract extension	\$53,200
2010	Amendment No. 1 – contract extension and compensation increase	\$53,200
2009	Contract approved on March 24, 2009	\$51,400

**Administration recommendation:** Approve action memorandum no. 15-027.



# Visitor Information Services

A Proposal to the City of Palmer

**PALMER MUSEUM OF HISTORY AND ART**

PRESENTED ON  
January 27, 2015

# Visitor Information Services

A Proposal to the City of Palmer

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## 1 Background

The Palmer Museum of History & Art, PMHA, is an I.R.S. certified tax exempt 501 (c) 3 non-profit corporation organized under AS Title 10 Chapter 20 that was established in 2005. PMHA is a membership organization of approximately 214 voting members comprised of residents in the region who demonstrate concern as to how the stories and art of the greater Palmer area enhance to the social and economic well-being of our community.

PMHA is governed by a nine member Board of Directors. The executives of the Board are President, Vice-President, Treasurer and Secretary. The Board of Directors is accountable to the community of Palmer to represent the public interest and uphold the public trust in actions taken by the Board. The Board of Directors is responsible for hiring the Executive Director and the Executive Director works at the pleasure of the Board.

The Executive Director of PMHA is directly supervised by the President of the Board of Directors and is responsible to the Board of Directors to carry out the day to day operations of the organization, including facilities maintenance, supervising museum collections maintenance and care, exhibit development, maintaining museum membership, development of museum and visitor information literature and programming, and oversight of all staff and financial resources. The Executive Director is assisted in their daily operations by the Collections Manager, who maintains the Palmer Historical Collection and Contemporary Art Collection through proper museum practices, and the Museum and Visitor Information Services Coordinator, who maintains the museum's rack card program, assists with the development of museum and visitor information literature and programming, and supervises immediate staff that maintain the visitor information desk.



FIGURE 1 FRONT DESK HOSPITALITY.



**Selena E. Ortega-Chiolero**  
723 S. Valley Way, Palmer, AK. 99645  
907-746-7668 • director@palmermuseum.org

#### **OBJECTIVE**

Creating a sustainable community that promotes local tourism, and the preservation of Palmer history through education, programming and art development

#### **SKILLS SUMMARY**

- Demonstrated museum experience using administrative skills
- Direct experience working with a Board of Directors, city officials and community organizations
- Direct experience working in the tourist industry
- Familiarity with computer based programs
- Excellent communication and public speaking skills

#### **EDUCATION**

##### **California State University, Sacramento**

Bachelor of Arts, Asian Studies, Japanese concentration, May 2009  
Honors: Dean's List

##### **California State University, Sacramento**

Bachelor of Arts, Art History, Asian Art concentration, May 2009  
Honors: Dean's List

##### **Cosumnes River College, Sacramento**

Associate of Arts, General Studies, May 2006  
Honors: Graduated with Honors

#### **EXPERIENCE**

##### **Palmer Museum of History and Art, Palmer, AK.**

*Executive Director* (April 2012 – present)

- Maintained and developed sound financial practices for a 501(c) 3 organization with an annual operating budget of \$200K; provided financial reports to the Board of Directors and worked closely with the Treasurer to manage funds and create an annual operating budget for 2013 based on previous year's expenses
- Responsible for the recruitment, employment and release of all personnel, paid staff, contractors, and volunteers within the Museum and Visitor Information Center

- Expanded retail sector of the organization, while remaining sensitive to direct competition of local vendors
- Expanded community involvement through a variety of programs and events while often collaborating with numerous entities to foster mutually beneficial relationships aimed at creating a positive and healthy community
- Increased awareness of the organization by actively publicizing activities, goals and programs through the creation of a digital newsletter, website improvements, and utilization of social media tools
- Responsible for seeking new funding sources, including grants, with the goal of creating lasting partnerships that lead to the organization's sustainability
- Maintained and managed the permanent collection according to proper museum practices including acquisition, exhibition and curation with the goal of becoming an accredited museum with American Association of Museums
- Prepare periodic reports and statistics for a nine-member Board of Directors to ensure that the organization is functioning in a healthy and transparent manner while acting as the organization's public liaison
- Regularly meet with local government entities to ensure that the organization's commitments are being fulfilled and provide semi-annual reports to the City Council to seek further support and funding
- Responsible for scheduling and installation/de-installation of traveling/temporary exhibits

**Dorothy G. Page Museum, Wasilla, AK**

*Museum Aide* (May 2011- March 2012)

- Provided visitor services information to the public
- Provide collections information to visiting tour groups
- Compiled and developed advertising information for the museum and special events
- Provided basic clerical support by answering the telephone, responding to inquiries, filing documents and processing purchase orders
- Maintained and reconciled petty cash and admission funds
- Maintained all records for museum collections
- Assisted with exhibit design and installation/de-installation of travelling exhibits
- Responsible for maintaining the Museum Store, including selecting merchandise, ordering, and displaying
- Assisted with training and supervising museum volunteers

**Matanuska Electric Association, Palmer, AK**

*Office Assistant I and II* (September 2010- May 2011)

- Processed service orders for closing, verified customer signature cards, and processed landlord agreements
- Filed documents into the company's electronic database, i.e. membership applications, internal and customer correspondence, credit documents, and Extension of Service agreements
- Maintained microfiche collection and provided documentation within the collection when necessary
- Assisted customers with account queries and concerns about company policies and procedures

- Processed customer payments, budget billing requests, change of address requests, autopay adjustments and payment agreements
- Performed receptionist duties when necessary

**Palmer Public Library, Palmer, AK**

*Assistant Librarian & Administrative Assistant to the Director (May 2010-March 2012)*

- Processed all library and ice arena invoices
- Maintained and monitored budgets in all library and ice arena accounts
- Maintained all library and ice arena files (both electronic and hard copy)
- Reconciled daily library and ice arena deposits
- Assisted with circulation of library materials
- Maintained patron accounts including the collection and processing of fines and fees
- Evaluated condition of library materials
- Assisted with organizing and supervising library student volunteers
- Assisted with library inventory and reshelving
- Assisted patrons with research queries and local information

**Crocker Art Museum, Sacramento, CA**

*Art Education Intern (2008-2009)*

- Conducted research used to summarize the history and aesthetics of Japanese ceramics so that it could be gathered and compiled into docent literature for the August 2009 Japanese women ceramics exhibit *Soaring Voices*
- Explored options to be used for education guides and interactives for the *Soaring Voices* exhibit

**Language Academy of Sacramento, Sacramento, CA**

*Teacher, Summer Art History Camp (June-July 2008)*

- Developed Art History curriculum for grades 3-4 based upon teaching Art History as a survey course from Prehistoric to Contemporary Art
- Created power point presentations and activities that reflected lectures.
- Motivated and supervised bilingual students

**ADDITIONAL INFORMATION/AFFILIATIONS**

- Conversational in Spanish, French and Japanese
- Proficient using computers, photocopiers, facsimile machines, scanners, printers, multi-line telephones and shredding machines
- Proficient with Microsoft Office (including Power Point, Publisher, Outlook and Excel), Adobe Photoshop, Adobe Audition, PastPerfect, Cool Edit, Daisy Textbook Format, Paperclip, IVUE, and POS Systems
- Member of Museums Alaska, American Association of Museums, Western Museums Association, National Trust for Historic Preservation and American Association for State and Local History
- Secretary, Matanuska-Susitna Borough Historical Preservation Commission, 2013-2014
- Successfully completed the Grant Training Center's 2011 Professional Grant Development Workshop
- 2012 Alaska State Council of the Arts Career Opportunity Grant recipient
- 2013 Douglas Evelyn AASLH Scholarship recipient

## 1.1 Nature of Visitor Information Services Routinely Performed In the Past

At the heart of PMHA's core values is maintaining a public focus. Operating as an I.R.S. certified tax exempt 501 (c) 3 non-profit corporation, the organization strives to best serve the public interest by meeting the needs and expectations of the community and its visitors through the products, programs and services it provides. For the past six years, PMHA has served as both an historical and art museum, and a visitor information center. As part of its goal to serve the public and provide it with excellent customer service and programming, the organization maintains a competent and well-trained staff, so as to achieve the highest professional and aesthetic standards. In carrying out its mission, PMHA performs its services based upon a meticulously composed scope and methodology.

### 1.1A Scope and Methodology of Work

PMHA operates on an annual basis prioritizing staff duties based on the needs of its visitors which are determined on a bi-seasonal basis: summer and winter. Due to the high traffic attained during the months of May through September, as determined by a daily visitor count taken throughout the year, PMHA maintains its summer

operational business hours May 1<sup>st</sup> through September 30<sup>th</sup>, 9:00AM to 6:00PM, seven days a week with a minimum of two staff members on-scene at all times. The museum maintains its winter hours during the remainder of the year, October 1<sup>st</sup> through April 30<sup>th</sup>, 10:00AM to 5:00PM, Wednesday through Friday, 10:00AM to 2:00PM, Saturdays, with a minimum of one staff member on-scene at all times.

In order to provide better service to our visitors, our employees go through a week long training program that includes: an initial orientation of our facilities, guided training on how to operate our equipment, an introduction to customer service, and a Palmer area review of attractions and services available to the public. To assist with training, PMHA staff invites local tour operators, lodging and restaurant owners to give a brief presentation on the services they offer. Depending on group knowledge, staff occasionally schedules private tours of local attractions and parks to help orientate them and learn more about their



FIGURE 2 STAFF TRAINING AT THE MUSK OX FARM.

organizations/businesses such as the Musk Ox Farm, Reindeer Farm and Hatcher Pass Recreational area. On an as needed basis staff receive additional training through outside programs such as the National Association of Interpretation and the State of Alaska Department of Commerce's AlaskaHost program.

Since 2009, PMHA has successfully provided visitor information services to the public, throughout the year, utilizing four methods: interpersonal interactions held in-house, internet/e-mail correspondence, telephone correspondence and public presentations.

During business hours, PMHA provides adequate staff to be available to provide visitors with visitor information such as: historical and cultural information about the Palmer area, directions, and information about local goods and services using brochures, rack cards, maps and visitor information literature describing lodging, restaurants and attractions. When appropriate, PMHA staff use a geographical perspective approach when describing visitor opportunities for those visitors with no knowledge of the area or no specific itinerary. In those cases, staff show visitors the opportunities within the immediate area first and then work outward. This approach allows visitors to do more activities during their trip as opposed to squandering time spent on travel and locating other pursuits. PMHA staff are also knowledgeable about opportunities outside of the immediate area such as those found on the Kenai Peninsula or in Southeast Alaska.

When PMHA receives visitor queries through internet/e-mail correspondence, PMHA staff strive for a turnaround response within three days during the summer season and five days during the winter season (due to limited staff). Each correspondence is printed and given to a staff member to address. The staff member creates a response packet for those inquiries received from the 48 contiguous United States, Hawaii, Alaska and Canada, which includes a personalized letter thanking the visitor for their inquiry, a map of the local area, PMHA local information sheets (as they pertain to the inquiry request) that are created in-house, a variety of service rack cards (as they pertain to the inquiry request) and a selection of Alaska Visitor tourist booklets from our available library that are best suited to respond to their interests and itinerary. The information is then carefully packaged in one of our custom Palmer Visitor Information folders which include the business card of our Museum and Visitor Information Services Coordinator. For those inquiries received from outside the United States and Canada, staff members send customize e-mails including attachments of our in-house publications and links to web-sites that address their interests. International queries are handled in this manner due to the exorbitant costs of shipping mail overseas. Once the response packet or e-mail is completed, it is notated on the correspondence sheet which is then stored in the Museum and Visitor Information Services Coordinator's files for tracking purposes. Each year's collection of

correspondence sheets are stored for two years and are then properly discarded using a paper shredder.

PMHA staff occasionally receives visitor inquiries through telephone correspondence. In these rare cases, staff members answer the visitor's specific questions to the best of their ability. If additional information or a visual tool is needed, the staff member creates a correspondence sheet notating the visitor's contact information and mails them those additional materials immediately.

Throughout the year, the PMHA Executive Director is invited to speak at various community organization meetings to share updated information about PMHA's programs and visitor information services. On those occasions, the Executive Director provides a PowerPoint presentation addressing their interests and provides particular literature that has been created for the occasion to give to their attendees.

All of the visitor information handout materials are always available to the public at our facilities without charge. They are conveniently displayed facing the main front doors and are restocked on a daily basis. In addition, the museum maintains an outdoor rack card holder that includes copies of an area map, the Alaska Railroad schedule, and the rack cards of local attractions, lodging and restaurants.

When PMHA is closed, it utilizes a high-quality telephone answering machine. Messages are retrieved and responded to the next immediate business day or when a staff member is on-scene (during the winter season), whichever occurs first.

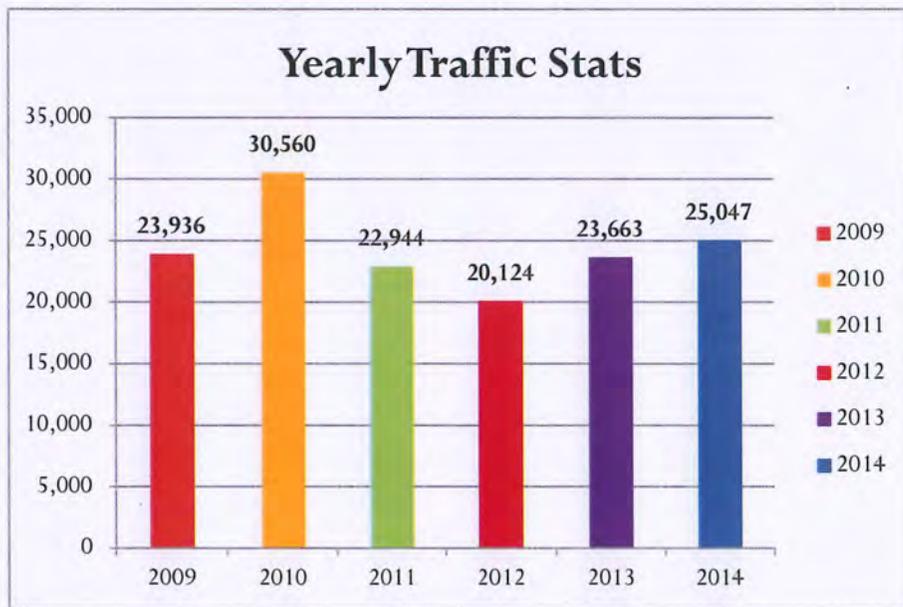
PMHA maintains a web-site ([www.palmermuseum.org](http://www.palmermuseum.org)) that is usually linked to the City of Palmer's web-site ([www.cityofpalmer.org](http://www.cityofpalmer.org)). The web-site includes museum information and visitor information and serves as a visitor welcome to the Palmer area. The site includes images of the local scenery, events around town, objects in the museum collections and on the museum grounds, and detailed information about visitor statistics and the history of Palmer.

Currently, PMHA occupies the log cabin located on South Valley Way in downtown Palmer adjacent to the Palmer Public Library. PMHA staff maintains the interior through regular maintenance of the bathrooms, fixtures, floors and trash. The organization is responsible for payment of long distance phone charges, commercial general liability insurance, workers compensation insurance, and all required business licenses including state, borough and city.

## 2 Visitor Information Services Experience

The Palmer Museum of History and Art has managed and operated the City of Palmer's Visitor Information Center since the beginning of its contract which was initiated on March 1, 2009. In this capacity, the museum has been offering a unique visitor information experience mainly owing to the nature of the organization serving as both the museum and visitor information center for the city of Palmer. In both capacities, our staff is capable of offering our visitors a more enhanced experience by providing not only visitor information but a more in depth look into the history and culture of the Palmer area. Through this approach, we have discovered that our visitors tend to spend more time within the city of Palmer and often make return visits or recommend our services to friends and family. Another added feature that allows us to take advantage of facilitating as both a museum and visitor center is the convenience that our location allows. We are located in the heart of downtown Palmer, just outside of the historic district with the Palmer Showcase Garden adjacent to our facilities. The location allows for our visitors to first be exposed to Palmer history and culture and then immerse themselves in our community since our local shops and the historic district are conveniently in close proximity that will allow them to walk and explore at their leisure.

Since the initiation of the visitor information services contract, the museum has raised its annual visitor attendance from 23,936 (in 2009) to 25,047 (in 2014). Our organization credits this improvement in part to the museum/visitor information center collaboration, the visitor information literature that we provide to the public and our membership/relationships with other organizations in our community.



Performance in providing visitor information services can be verified by contacting the following references:

Ralph Renzi, Executive Director  
Greater Palmer Chamber of Commerce  
550 S. Alaska Street, Ste. 101  
Palmer, Alaska 99645  
907-746-2880

Bonnie Quill, Executive Director  
Matanuska-Susitna CVB  
7744 E. Visitors View Court  
Palmer, Alaska 99645  
907-746-5001

Roberta Caenepeel, Sales Manager – Lodges  
CIRI Alaska Tourism  
509 W. 4<sup>th</sup> Avenue  
Anchorage, Alaska 99501  
907-777-2829

## 2.1 Creating Tourism Related Information

Since 2009, PMHA has recorded an increase in the attendance of larger tourist groups, such as Princess Cruises, Premier and North Pole Korean Tours to the Palmer area. Larger tours, such as these, have increased the frequency of their visits due to the added opportunity of having personalized tours of either the museum collections or the showcase garden. In addition, there has been a recent trend of local organizations and businesses, such as the Palmer Chamber of Commerce and the Kiwanis Club of Palmer, contacting us to provide tourist information packets for their visiting guests or special meetings.

PMHA tourist information packets are individually created to cater and address specific queries posed by the individual or group requesting them. The staff does its best to personalize each response whether it is by mail, e-mail or telephone.

Over the years, the PMHA staff has created pamphlets and information sheets with detailed information addressing regular visitor inquiries in which no existing literature exists. The pamphlets and information sheets are available to the public at no charge and are located in the

entryway of our facility. Pamphlets include information on: the New Deal in Alaska and Matanuska Colony, Matanuska Colony's Original Colonists, George W. Palmer, Early History of Palmer until 1935, Brief History of Engine #5, Brief History of the Alaska State Fair, Bingles, Independence Mine, Matanuska Valley's Record Setting Vegetables, Matanuska-Susitna Environment, Mountain Ranges of the Mat-Su Valley, Matanuska Glacier and Alaska Facts. The information sheets describe local visitor services including: Activities In and Around Palmer, Where to Eat in Palmer, Lodging in Palmer, Lake Fishing in the Palmer Area, Loop Drives in Palmer Farm Country, and the Matanuska Colonization Map.

In addition to our in-house publications, PMHA maintains a visitor information library that includes the free publications of: the Alaska State Visitors Guide, the Anchorage Visitors Guide, the Mat-Su Valley Visitors Guide, the Mat-Su Valley Relocation Guide, The Last Frontier, the Fairbanks Visitors Guide, the Kenai Visitors Guide, the Seward Visitors Guide, the Denali Visitors Guide, the Homer Visitors Guide, the Soldotna Visitors Guide, the Valdez Visitors Guide and the Alaska State Fishing and Hunting Regulations.

During the summer season, PMHA also relies on its programming to educate visitors on local and state history and culture through its Demo Days program. Demo Days consists of live demonstrations or presentations of relevant historical activities or contemporary activities /issues of the area. A few examples of programs included in Demo Days are: live blacksmith demonstrations, presentations on the uses of local plants given by an agronomist, presentations on Ahtna Athabascan culture and Chickaloon Village and the sport of mushing.

## 2.2 Collaboration with Area and State Visitor Industry

PMHA values its collaboration with area visitor industry. It is a member of the Anchorage Center Visitors Bureau and the Mat-Su Center Visitors Bureau. As a member, we are notified of any news or updates affecting Anchorage or the Mat-Su Valley which allows us to relay the information to our visitors so that they are more informed. Being a member also allows us to advertise our services in areas of south-central



FIGURE 3 STAFF DURING COLONY DAYS.

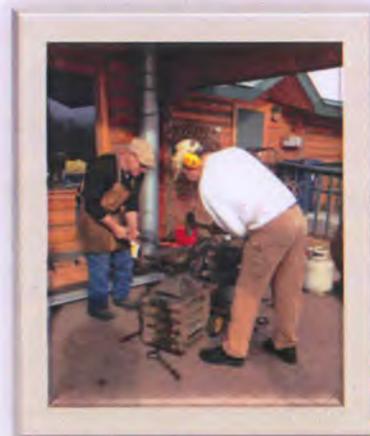


FIGURE 4 BLACKSMITHING DURING DEMO DAYS.

Alaska that we don't have direct access to. Through both memberships, we advertise our services in free publications that have a wide distribution, take advantage of lower advertising rates in major publications such as Alaska Magazine, and distribute our rack cards to visitors that are not familiar with our location or seeking an attraction to visit in the Mat-Su Valley. Both bureaus also provide classes and opportunities to enhance knowledge on the tourist industry in the state of Alaska, such as the benefits of social media and tourist literature development, which members of our staff have fully taken advantage of. By working with these larger entities, we have strengthened our information network and developed relationships with tour operators that have allowed us to better cater the needs of our visitors.

In addition to collaborating with area visitor industry, PMHA has also worked closely with the City of Palmer, the Palmer Chamber of Commerce, the Palmer Economic Development Authority, Grow Palmer and several valley art organizations including the Valley Arts Alliance, the Valley Fine Arts Association, the Valley Quilters Guild and the Palmer Arts Council. PMHA currently works with these groups and several local downtown merchants in coordinating the annual Palmer Art Walk and the Palmer Midsummer Garden and Art Faire.



FIGURE 5 2014 SUMMER STAFF WITH ONE OF THE PMHA VOLUNTEERS.



550 S. Alaska St., Ste 101, PO Box 45, Palmer, AK 99645  
Tel: (907) 745-2880 Fax: (907) 746-4164  
www.palmerchamber.org info@palmerchamber.org

January 26, 2015

City of Palmer  
231 W. Evergreen Ave.  
Palmer, AK 99645

RE: Letter of Support To Renew The Palmer Museum & Visitors Center Contract

Mayor Johnson, Council Members and Mr. Hannan,

The Greater Palmer Chamber of Commerce supports of renewal of the contract for the Palmer Museum and Visitors Center. The current management and staff have performed their duties professionally in a way that always reflects in a positive manner for the City of Palmer.

The Greater Palmer Chamber of Commerce has had the distinct pleasure of partnering with the Palmer Museum and Visitors Center in the past few years during Colony Days, Palmer on Parade Art Auctions and Colony Christmas. The staff always comes through with unique and interesting ways to highlight these events. Their support has been beneficial in helping us showcase the many positive aspects of life in Palmer.

In addition, Executive Director, Selena Ortega-Chiolero, has been an exemplary spokesperson for the advancement of tourism and special events. Each year, Selena delivers a much anticipated keynote address to the Palmer Chamber at one of our luncheons. She delivers the past year's tourism numbers and touches on highlights of the current year that we can all look forward to. Her presentations are always met with enthusiasm by the people in attendance. She is a wonderful individual to have as a spokesperson for the community.

The Palmer Museum and Visitors Center has seen significant improvements over the past few years. Displays and interactive exhibits are constantly rotated to keep the interest level peaked whenever people walk through the doors. First impressions are vital when dealing with visitors. The facilities and garden are continually maintained in a professional and proper manner. The staff is courteous and are genuinely happy to assist anyone with questions. They are wonderful ambassadors and should be commended for their efforts.

The Greater Palmer Chamber of Commerce supports the continued success of the Palmer Museum and Visitors Center. Continuity is key when building and maintaining professional relationships. We hope you will join us in support of maintaining the current contract and building on the successes of the past several years.

Very Respectfully,

Ralph Renzi  
Executive Director  
Greater Palmer Chamber of Commerce



**MATANUSKA-SUSITNA CONVENTION & VISITORS BUREAU**

January 26, 2015

To: City of Palmer Administration

From: Bonnie Quill, Mat-Su Convention & Visitors Bureau

This letter is in support of renewing the Palmer Museum and Visitors Center contract with the city of Palmer. The Mat-Su Convention & Visitors Bureau has a partner relationship with the Palmer Museum and Visitor Center in contributing towards a positive visitor experience for Palmer. Selena and her staff regularly attend Mat-Su CVB functions dedicated to marketing and creating awareness to visit our destination, including presenting at our annual Open House and networking with members. We also have an association trade agreement with membership and distributing our visitor guides.

The Palmer Museum and Visitor Center is a vital part of the Mat-Su visitor industry. Our visitor information center staff sends visitors to the Palmer visitor center to tour the showcase gardens and museum and connect with the Palmer downtown businesses. In our outreach to tour operators and travel trade media, our marketing and communications manager frequently includes the Palmer Museum and Visitor Center in itineraries.

The Mat-Su CVB responsibility to send visitors to our communities and attractions depends on the reliable and special customer service the Palmer Visitor Center provides to exceed visitor expectations. This creates the valuable recommendations and repeat visitors above our marketing programs. Mat-Su CVB highly recommends the City of Palmer renew the contract with the Palmer Museum and Visitor Center.

Sincerely,

A handwritten signature in black ink that reads "Bonnie Quill".

Bonnie Quill, Executive Director

**REQUEST FOR PROPOSALS  
RFP 15-001CD**

**Visitors Information Services  
City of Palmer, Alaska**

**1.0 Purpose**

- A. The City of Palmer is seeking the professional services of an independent service provider (Contractor) to operate and manage the City's Visitor Information Center to provide visitors information services to tourist and other visitors in accord with industry best practices and City budgets, as adopted and amended from time to time.

**2.0 Scope of Services**

The City of Palmer is seeking a qualified Contractor to provide visitor information services at the Palmer Visitor Information Center (VIC) between the hours of 9:00 a.m. to 6:00 p.m., seven days a week, for the period of May 1 through September 30 of each year. The service will begin on May 1, 2015.

Contractor shall provide visitor information services such as information and/or brochures about lodging, restaurants and attractions in the general area; knowledgeable information about local goods and services; directions as requested; providing historical information about the Palmer area; to the public in a respectful and helpful manner at the VIC for the period of the contract.

Contractor shall provide adequate staff to be available to provide visitors with the above listed information. Contractor will provide its employees, at its expense, with a training course in the provision of visitor information services. (Such as courses offered by the Mat-Su Visitors and Convention Bureau and the State of Alaska Department of Commerce.)

Contractor shall provide, without charge, visitor information handout materials, such as brochures, directories or lists, focusing on the greater Palmer area. Guidebooks, books and maps may be sold by Contractor. Other items may be offered for sale with the City's approval.

Contractor shall provide telephone and email contacts for information requests and inquiries by the public for both the part of the year the VIC is open as well as the part of the year that it is closed. This may be by use of a high-quality telephone answering machine. The outgoing message shall be approved by the City. Incoming messages are to be retrieved and responded to on a daily basis during each week. Compliance with this call back/respond requirement shall be an on-going this contract evaluation factor between the City and the Contractor.

Contractor will establish and maintain a website under the auspices of the City's website ([www.cityofpalmer.org](http://www.cityofpalmer.org)). This website will be owned and paid for by the City and will remain the property of the City at any termination of this contract. The City will provide training to one of Contractor's employees on the use of the website. The City must approve the general content of the website, including any links to businesses.

The City requires that Contractor provide courteous and responsive service to the public through personable and friendly answering of questions and dissemination of information about the City of Palmer, the history of Palmer and the region, as well as about local businesses and attractions in the City and greater Palmer area.

The City requires that Contractor provide competent and friendly staff at all operating hours with at least two (2) knowledgeable and trained individuals, on-scene at all open hours, to accomplish the above services. Contractor will conduct on-going quality assurance testing throughout the summer in order to provide consistent, high-quality, visitor information services to meet the requirements listed in this contract.

The City will be responsible for routine maintenance of the VIC building, such as entrance area snow removal, trip and fall safety mitigation, replacing light bulbs. The City shall also be responsible for exterior building and grounds maintenance (including all window washing), and maintenance and repair of the building structure, and major VIC fixtures, which are defined as heating system, the plumbing system, and major electrical work. Contractor shall be responsible for janitorial service (cleaning floors, restrooms; emptying trash).

The City will be responsible for payment of utilities for the VIC building, to include electricity, natural gas, water, trash pickup and basic phone service. Contractor will be responsible for long distance phone charges. The installed telephone system and phones will remain the property of City.

### **3.0 Submittal Requirements**

Responses to this RFP must contain the following information:

- a) A cover letter/statement of interest indicating the Proposer's interest in the project and willingness to enter into a contract with the City of Palmer. The letter shall be signed by Proposer and/or officer of the company who has the authority to commit their firm to the proposed project.
- b) A summary of the Proposer's experience as it relates to the draft scope of work
- c) A description of previous experience with similar projects

The Respondent is encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of each section. Standard brochures and specifications may be submitted as additional material, but shall not be submitted as the primary qualification data.

Responses shall be limited to no more than ten (10) sheets excluding references, resumes and covers.

**4.0 Proposal Specifications:** The following specifications must be adhered to in order to qualify your bid:

- a) Submit one unbound original and one digital copy of the sealed proposal to:  
City of Palmer  
Attn: Sandra Garley  
231 W. Evergreen Avenue  
Palmer, Alaska 99645
- b) Outside of sealed envelope **MUST** be clearly marked "**Visitors Information Services Proposal**". If the envelope is not marked and is opened in error, the proposal/bid may be disqualified.
- c) Any envelope received after the time specified on the Request for Proposals will be refused and will be returned unopened to the originator. It is the responsibility of the Bidder to make sure the document is delivered by the deadline. If the courier service chosen arrives after the deadline, the delivery time will be recorded on the bid envelope before being returned to the sender. There are no exceptions to this policy. If a copy of the Proposal score sheet is being requested, please include a stamped, self-addressed envelope with your proposal.

Protest:

A protest based on alleged improprieties or ambiguities in this request for qualifications must be filed at least (five) five days before the due date of the proposal. Bidders wishing to file a formal bid protest concerning an bid award/recommendation shall submit the protest in writing including the name, address, telephone number, and continuously operating fax number of the protester, identification of the request at issue, and a detailed statement of the legal and factual grounds for the protest to the City Manager's Office, Attn: Sandra Garley, 231 W. Evergreen Avenue, Palmer, Alaska 99645 within two working days after a notice of intent to award the contract is issued pursuant to Palmer Municipal Code 3.21.290. Upon receipt, the City Manager will review the protest. The City shall send a written response regarding the protest to all the vendors that participated in the bid submittal.

**5.0 Schedule**

Sealed responses for RFP 15-001CD, Visitors Information Services Proposal, will be received until **4:00 p.m. January 30, 2015**, at the Palmer City Hall, Attn. Sandra Garley, 231 W. Evergreen Avenue Palmer, Alaska 99645.

All sealed responses being hand delivered must be time stamped and logged in at the information desk. The sealed envelopes must be clearly marked "**Visitors Information Services Proposal**". The City assumes no responsibility for responses received after the due date and time, or at any office other than that specified herein, whether due to mail delays, courier mistakes, mishandling,

inclement weather, or any other reason. Late responses shall be returned unopened, and shall not be considered for selection. There will be no exception to this policy.

## 6.0 Method of Selection

Selection Process: The selection will be based on an evaluation of all proposals received by the deadline based only on the criteria and scoring listed below. A recommendation to award the RFP bid will be presented to the Palmer City Council, which has the authority to make the final determination and award contracts.

Factors to be considered in evaluation: The proposals shall be evaluated using the following factors:

	<b>Criteria</b>	<b>Points</b>
A.	VISITORS INFORMATION SERVICES EXPERIENCE– Please list at least three references who can support, document or verify your performance in providing visitors information services. Include name, business name, address, phone number.	50
B.	EXPERIENCE IN CREATING TOURISM RELATED INFORMATION – Provide examples of tourism related information, brochures campaigns that reinforce the unique attributes	20
C.	DEMONSTRATE YOUR ABILITY TO COLLABORATE WITH AREA AND STATE VISITOR INDUSTRY- Submit examples of your ability to collaborate with others to optimize results and leverage resources.	10
D.	BACKGROUND OF PRINCIPAL PROVIDER - Submit a brief resume or description of principal provider’s background in the tourism industry, and identify the scope and nature of visitor information services routinely performed by you and/or your firm. Identify the type of business (corporation, partnership, sole proprietor, etc.).	20
	<b>MAXIMUM TOTAL POINTS</b>	<b>100</b>

Final Selection: The City will enter into negotiations with the Proposer evaluated to be the most qualified based on the factors defined above. If fair and reasonable compensation, contract requirements, and contract document can be agreed upon with the most qualified Proposer, the Selection Team will recommend contract be awarded to that Proposer.

## 7.0 General Information

Addenda and Interpretation: Any request for interpretation or requests for changes to response specifications received by the City before 2:00 p.m. January 16, 2015, will be given consideration. All requests should be faxed to 907-745-5443, Attn: Sandra Garley or emailed to sgarley@palmerak.org. Any changes made to this RFP will be made in writing in the form of an addendum and if issued, will be mailed or sent by electronic means to all prospective respondents prior to the established response opening date. The Bidder shall acknowledge receipt of such addenda in the space provided therefore in the Bid/Response form.

In the event any Proposer fails to acknowledge receipt of such addenda or addendum, his/her Proposal will nevertheless be construed as though it has been received and acknowledged and the submission of his/her proposal will constitute acknowledgement of the receipt of same. All addenda are a part of the Proposal Documents and each Proposer will be bound by such addenda, whether or not received by the Proposer. It is the responsibility of each Proposer to verify that he/she has received all addenda issued before the proposals are due.

Independent Contractor: The Contractor shall work as an independent contractor. Although the City will provide responsible contract compliance, this contract prohibits Contractor's workers from supervising City Employees and prohibits Contractor's workers from supervision by a City employee. The Contractor shall provide an active, qualified and competent supervisor at all time the visitor's center is open who shall be authorized to represent and act for the Contractor in matters pertaining to the day to day operations of the facility.

Expenses Incurred in Preparation and Submittal of Proposal: The Proposer shall be fully responsible for any and all expenses incurred in the preparation and submittal of this proposal. The City will accept no financial responsibility whatsoever as it relates to this proposal.

Nondiscrimination: City of Palmer policy requires Proposer, vendors, or other entities that conduct programs, services or activities on behalf of the City to comply with the requirements of the Americans with Disabilities Act. Furthermore, City policy requires that vendors, Concessionaires, Bidders will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status.

Professional Services Agreement: The Proposer selected as the successful responder will be expected to enter into a contract with the City of Palmer. A copy is attached to this RFP.

Public Records: Respondents should familiarize themselves with the provisions of the Public Records Law, AS 40.25.110-120. Contents of proposals, bid tabulations and evaluations will become a public record pursuant to AS 40.25.110-120 upon the City Council's approval of a contract award.

Term: It is the intent of the City to enter into a contract with the successful Contractor for five years, with two one-year extensions allowed at the option of the City.

**SAMPLE Contract for  
Visitor Information Services**

This is a Contract made and entered into effective \_\_\_\_\_, 2015 by and between the City of Palmer (City), an Alaska municipal corporation, and the Palmer Museum of History and Art (Contractor).

The parties agree as follows:

**Section 1.           Employment of Contractor.**

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereafter set forth. Contractor accepts the relationship of trust and confidence between it and the City and agrees to perform the services under this Contract with due diligence, due care, and in a good and professional manner.

**Section 2.           Scope of Work.**

Contractor shall perform all the services provided for by this Contract which are described with particularity in this section:

- B. The full time and best efforts of the Contractor as an independent contractor of the City shall be expended to operate and manage the City's Visitor Information Center (VIC) in accord with industry best practices and City budgets, as adopted and amended from time to time.
- C. Contractor shall provide visitor information services at the Palmer Visitor Information Center (VIC) between the hours of 9:00 a.m. to 6:00 p.m., seven days a week, for the period of May 1 through September 30 of each year. The service will begin on May 1, 2015.
- D. Contractor shall provide visitor information services such as information and/or brochures about lodging, restaurants and attractions in the general area; knowledgeable information about local goods and services; directions as requested; providing historical information about the Palmer area; to the public in a respectful, and helpful manner at the VIC for the period of the contract.
- E. Contractor shall provide adequate staff to be available to provide visitors with the above listed information. Contractor will provide its employee, at its expense, with a training course in the provision of visitor information services. (Such as courses offered by the Mat-Su Visitors and Convention Bureau and the State of Alaska Department of Commerce.)
- F. Contractor shall provide, without charge, visitor information handout materials, such as brochures, directories or lists, focusing on the greater Palmer area. Guidebooks, books and maps may be sold by Contractor. Other items may be offered for sale with the City's approval.
- G. Contractor shall provide telephone and email contacts for information requests and inquiries by the public for both the part of the year the VIC is open as well as the part of

the year that it is closed. This may be by use of a high-quality telephone answering machine. The outgoing message shall be approved by the City. Incoming messages are to be retrieved and responded to on a daily basis during each week. Compliance with this immediate call back/respond requirement shall be an on-going this contract evaluation factor between the City and the Contractor.

- H. Contractor will establish and maintain a website under the auspices of the City's website ([www.cityofpalmer.org](http://www.cityofpalmer.org)). This website will be owned and paid for by the City and will remain the property of the City at any termination of this contract. The City will provide training to one of Contractor's employees on the use of the website. The City must approve the general content of the website, including any links to businesses.
- I. KEY PROVISION. The City requires that Contractor provide courteous and responsive service to the public through personable and friendly answering of questions and dissemination of information about the City of Palmer, the history of Palmer and the region, as well as about local businesses and attractions in the City and greater Palmer area. The City requires that Contractor provide competent and friendly staff at all operating hours with at least two (2) knowledgeable and trained individuals, on-scene at all open hours, to accomplish the above services. Contractor will conduct on-going quality assurance testing throughout the summer in order to provide consistent, high-quality, visitor information services to meet the requirements listed in this contract.
- J. The City will be responsible for routine maintenance of the VIC building, such as entrance area snow removal, trip and fall safety mitigation, replacing light bulbs. The City shall also be responsible for exterior building and grounds maintenance (including all window washing), and maintenance and repair of the building structure, and major VIC fixtures, which are defined as heating system, the plumbing system, and major electrical work. Contractor shall be responsible for janitorial service (cleaning floors, restrooms; emptying trash).
- K. The City will be responsible for payment of utilities for the VIC building, to include electricity, natural gas, water, trash pickup and basic phone service. Contractor will be responsible for long distance phone charges. The installed telephone system and phones will remain the property of City.

**Section 3.           Insurance.**

- A. Contractor shall provide the City with a Certificate of Insurance for a minimum of \$1,000,000 per event of Commercial General Liability insurance which names the City as an additional named insured, with thirty (30) days prior notice of cancellation. In addition, the Contractor will provide the City with proof of Workers Compensation insurance for its employees.
- B. Contractor shall furnish the City with certificates of insurance and with certified copies of all endorsements effecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the City. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- C. A lapse in insurance coverage is a material breach of this Contract which shall result in immediate termination of the agreement, pursuant to Section 6.

**Section 4. Time of Performance.**

The services of Contractor shall commence on \_\_\_\_\_, 2015, and shall terminate on December 31, 2019. The period of performance may be extended for two (2) additional one-year periods, beginning on January 1 and ending on December 31 of the year of the extension, only by the mutual written agreement of the parties and the approval of the Palmer City Council.

**Section 5. Compensation.**

- A. Subject to the provisions of this Contract, as compensation for all of Contractor's services, the City shall pay Contractor the amount of \$\_\_\_\_\_. The City shall pay Contractor as follows:

At signing	\$_____
May 1	\$_____
June 1	\$_____
July 1	\$_____
August 1	\$_____

- B. Except as otherwise provided in this contract, the City shall not provide any additional compensation, payment, service or thing of value to Contractor in connection with performance of its Contract duties; provided, however, that Contractor shall be able to use the Visitor Information Center property to perform its duties hereunder. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs Contractor may incur in the performance of its obligations under this Contract have already been included in computation of Contractor's fee and may not be charged to the City.

**Section 6. Termination of this Contract for Cause.**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the contractor under this contract are the property of the City and shall be delivered to the City by or upon the effective date of termination. Contractor shall be entitled to receive compensation in accordance with the payment provision of section 5, pro rata to the effective date of termination only for work completed to the City's satisfaction in accordance with Section 2 and the other terms of this Contract.

**Section 7. Termination for Convenience of City.**

The City may terminate this Contract at any time by giving written notice to the contractor of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 6 above are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section.

Contractor shall be entitled to receive compensation in accordance with the payment provisions of Section 5, pro rata to the effective date of termination only for work completed to the City's satisfaction in accordance with Section 2 and the other terms of this Contract. If this Contract is terminated due to the fault of the Contractor, Section 6 of this Contract shall govern the rights and liabilities of the parties.

**Section 8. Causes Beyond Control.**

In the event the Contractor is prevented by a cause or causes beyond control of the Contractor from performing any obligation of Contract, non-performance resulting from such cause or cause shall not be deemed to be a breach of this Contract which will render the Contractor liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Contractor shall exercise all reasonable diligence to resume and complete performance of the obligations with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Contractor and which prevent the performance of the Contractor: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Contractor from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Contractor and would not prevent another Contractor from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Contractor. The City will determine whether the event preventing the Contractor from performing is a cause beyond the Contractor's control.

**Section 9. Modification.**

The parties may mutually agree to modify the terms of the contract. Modifications to this Contract shall be incorporated into this Contract by written amendments.

**Section 10. Equal Opportunity.**

- A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. Contractor agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by Contract.

- B. Contractor shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 10 (A) for applicants for employment and employees as the City may require.

**Section 11. Interest of Members of City and Others.**

No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Contract which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

**Section 12. Assignability.**

- A. Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to the Contractor from the City under this Contract may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Contractor shall be responsible to the City for any moneys due the assignee of this Contract which are paid directly to the Contractor.
- B. Contractor shall not delegate duties or otherwise subcontract work or services under this Contract without the prior written approval of the City.

**Section 13. Interest of Contractor.**

Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**Section 14. Findings Confidential.**

To the extent permitted or required by law, any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the City requests to be kept confidential shall not be made available to any individual or organization by the contractor without the prior written approval of the City.

**Section 15. Officials Not to Benefit.**

No members of the Congress of the United States and no resident commissioner shall be admitted to any share or part thereof or to any benefit to arise from this Contract. No member of the legislature or officer of the state of Alaska or the City shall be admitted to any share or part hereof or to any benefit to arise from this Contract.

**Section 16. Audits and Inspections.**

At any time during normal business hours and as often as the City or Comptroller General of the United States may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this Contract and will permit representatives of the City or the Comptroller General to audit, examine, and make excerpts or transcripts from

such records, and to make audits or all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by Contract.

**Section 17. Non-Waiver.**

The failure of the City at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Contract any part thereto, or the right of the City thereafter to enforce each and every provision hereof.

**Section 18. Permits, Laws, and Taxes.**

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

**Section 19. Relationship of the Parties.**

Contractor shall perform its obligations hereunder as an independent Contractor of the City. The City may administer this Contract and monitor the Contractor's compliance with this Contract but shall not supervise or otherwise direct the Contractor except to provide recommendations and to provide approvals pursuant to Contract.

**Section 20. Contract Administration.**

The City Manager, or designee, will be the representative of the City administering this Contract.

**Section 21. Integration.**

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

**Section 22. Defense and Indemnification.**

Contractor shall indemnify, hold harmless, and defend the City from and against any claim of, or liability for negligent acts, errors or omissions of the Contractor under Contract. Contractor shall not be required to indemnify the City for a claim of, or liability for, the independent negligence of the City. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "City," as used within this article, include the employees, agents and other Contractors/subcontractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than the City's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

**Section 23. Interpretation and Enforcement.**

This Contract is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party.

The titles of sections in this Contract are not to be construed as limitations or definitions but are for identification purposes only.

**Section 24. Understanding.**

Contractor acknowledges that the Contractor has read and understands the terms of Contract, has had the opportunity to review the same with counsel of their choice, and is executing this Contract of their own free will.

**Section 25. Severability.**

If any section or clause of this Contract is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this contract shall remain in full force and effect.

**Section 26. Jurisdiction, Choice of Law.**

Any civil action arising from this Contract shall be brought in the superior court for the Third Judicial District of the state of Alaska at Palmer, only. The laws of the State of Alaska and the City of Palmer shall govern the rights and obligations of the parties.

**Section 27. Miscellaneous.**

- A. Contractor shall comply with all laws and ordinances and any lawful regulations or orders of any regulatory board, commission or agency of the City of Palmer, the Matanuska-Susitna Borough, the State of Alaska, or the Federal Government relating in any way to its duties and responsibilities under this Contract.
- B. Contractor shall not solicit, accept, or attempt to accept any kickback. The term kickback means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to Contractor, any relative by blood or marriage of Contractor, any person having a financial relation with Contractor, or any employee of Contractor for the purpose of improperly obtaining or rewarding favorable treatment in connection with Contractor's duties and responsibilities under this Contract.

**Section 28. Notices.**

Any notice required pertaining to the subject matter of this Contract shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following:

City:	Contractor:
City Manager	Executive Director
City of Palmer	
231 W. Evergreen Avenue	
Palmer, AK 99645	

**Section 29. Counterparts.**

Contract may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

**Section 30. Survival of Representations and Warranties.**

The representations, warranties, covenants, and agreements of the parties under Contract, and the remedies of either party for the breach of such representations, warranties, covenants, and agreements by the other party shall survive the execution and termination of Contract.

**Section 31. Fund Verification.**

Fund source and verification of funds for this project:

Funding Source: 01-01-20-6030

\_\_\_\_\_  
Verified by

\_\_\_\_\_  
Date

CITY OF PALMER

CONTRACTOR

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Executive Director

STATE OF ALASKA            )  
  ) ss.  
THIRD JUDICIAL DISTRICT    )

On \_\_\_\_\_, 2015, \_\_\_\_\_ personally appeared before me,  
1.    [ ]    who is personally known to me  
2.    [ ]    whose identity I proved on the basis of \_\_\_\_\_  
3.    [ ]    whose identity I proved on the oath/affirmation of \_\_\_\_\_,  
a credible witness to be the signer of the Contract for Visitor Information Services  
between the City and \_\_\_\_\_ and he/she  
acknowledged that he/she signed it.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

STATE OF ALASKA            )  
  ) ss.  
THIRD JUDICIAL DISTRICT    )

On \_\_\_\_\_, 2015, Joe Hannan, City Manager, personally appeared before me,  
who is personally known to me, to be the signer of the above document, and he acknowledged  
that he signed it on behalf of the City of Palmer.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_