
REQUEST FOR PROPOSALS

AGENDA MANAGEMENT SOFTWARE

THIS IS NOT AN OFFER

RELEASE DATE: January 16, 2010

The Ketchikan Gateway Borough is soliciting proposals from qualified individuals and/or firms to provide hardware and software for the automated process for creation of agendas and packets for the Borough Assembly and other Boards and Commissions; and the publication of those agendas and packets to the web. Inter-office Workflow for operational action items and tracking system is also required.

To receive the Request for Proposals (RFP) contact: 907-228-6637, Office of the Borough Manager, Ketchikan Gateway Borough, 1900 First Avenue, Suite 210, Ketchikan, Alaska 99901. Requests may be faxed to 907-228-6684 or emailed to debbyo@borough.ketchikan.ak.us. The RFP will also be posted on the Borough's website, www.borough.ketchikan.ak.us. Even though the RFP documents are provided on-line, each company must register with the Borough by sending an email to: debbyo@borough.ketchikan.ak.us. **Unregistered company bids will not be accepted.** The required email must include: company name, address, and telephone & fax numbers. No faxed or oral responses will be allowed.

Proposal Submission Deadline: To be considered, a complete sealed proposal package in the format requested **must be received at the Office of the Borough Clerk, 1900 First Avenue, Suite 115, Ketchikan, Alaska 99901 by 3:00 p.m. local time February 16, 2010.**



Dan Bockhorst
Borough Manager

SECTION ONE INTRODUCTION AND INSTRUCTIONS

Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Respondents must submit 1 original and 5 copies of their proposal for a total of 6 sets of the proposal, in writing, to the Office of the Borough Clerk in a sealed envelope or box. The outside of the sealed envelope/box must be addressed as follows:

AGENDA MANAGEMENT SOFTWARE

**Borough Clerk
Ketchikan Gateway Borough
1900 First Avenue, Suite 115
Ketchikan, Alaska 99901**

Proposals must be received no later than 3:00 P.M., Alaska Time on Tuesday, February 16, 2010. Faxed proposals or oral proposals are not acceptable. A respondent's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation. Submissions with incomplete or omitted Proposal Documentation pages will be deemed non-responsive.

Submit **Cost Data** enclosed in a **separate sealed envelope within the outer sealed envelope or box** and identify that sealed envelope as:

**COST DATA
FROM [NAME OF RESPONDENT]**

AGENDA MANAGEMENT SOFTWARE

NOTE: The Cost Data must be signed and dated by the person who prepares it. If that person is not authorized to bind the respondent, the cost data must also be signed by a person who is authorized to bind the respondent.

The proposal must be signed by a person who is authorized to bind the respondent. Specifically:

1. A proposal by a corporation shall be executed in the corporate name by the president, vice-president, or other corporate officer. Evidence of authority to sign must also be provided. Such evidence may be in the form of a copy of the corporate bylaws; article

of incorporation; resolution of the board; corporate certificate; or other reliable evidence.

2. A proposal by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. Evidence of authority to sign may be in the form of a copy of the partnership agreement or other reliable evidence.
3. A proposal by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. Such evidence may be in the form of a copy of the corporate bylaws; article of incorporation; resolution of the board; corporate certificate; or other reliable evidence.

A proposal by an individual shall show the proposer's name and business address.

Prior to the award of a contract, the Borough reserves the right to investigate and confirm the authority of the signer to bind the entity.

Ketchikan Gateway Borough Procurement Officer

Debby Otte

907-228-6637, Fax: 907-228-6684

Email: debbyo@borough.ketchikan.ak.us

IMPORTANT: All individuals and firms who submit a proposal must first be registered with the Procurement Officer listed above.

PROPOSAL CHECKLIST

This Proposal Checklist is a summary of the forms and materials required as part of your proposal. You are urged to thoroughly read the entire RFP. You must complete the checklist to ensure compliance with the submission requirements. This completed form must be included in the sealed proposal envelope.

Place a check mark ("✓") in the box next to each qualification when completed.

Procedural Qualifications

- ☐ Respondents must be registered with the Borough Procurement Officer as indicated in the RFP solicitation.

Form and Content of Proposals

- ☐ Proposals must be in a sealed envelope or box clearly marked "**AGENDA MANAGEMENT SOFTWARE**" on the outside of the envelope or box in order to be considered responsive.
- ☐ Cost Data must be submitted in a separate sealed envelope marked "**Cost Data – AGENDA MANAGEMENT SOFTWARE**" within the outer sealed envelope or box.
- ☐ Respondents must acknowledge the insurance requirements on the Proposal Documentation form.
- ☐ A total of 6 sets of the full proposal must be submitted; and 1 of the 6 sets must be suitable for copying, specifically it shall not be bound and it shall be printed on one side of 8.5-inch by 11-inch white paper. A copy of the full proposal, including proposal documents, on disk in a format that can be retrieved in MS Word and/or Excel format must also be included.
- ☐ Respondents must include a statement of any intent to subcontract services or activities under the proposed project by listing subcontractors on the enclosed list or writing None if the use of subcontractors is not anticipated.
- ☐ Respondents must utilize the Exception Summary to note any exceptions to the RFP requirements. Should there be no exceptions, the respondent must write None on the page and include it with the proposal package.
- ☐ All pages of the Proposal Documentation section of the RFP must be submitted with the proposal.
- ☐ All proposers, other than individuals, must include authorization to sign on behalf of the corporation, partnership or limited liability company.

Completion of this checklist does not guarantee responsiveness. It is provided only as a courtesy to prospective bidders.

Company

Date

Signature and Title

Printed Name

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**KETCHIKAN GATEWAY BOROUGH
REQUEST FOR PROPOSALS****AGENDA MANAGEMENT SOFTWARE****INTRODUCTION AND GENERAL INFORMATION**

The Ketchikan Gateway Borough (Borough) will receive sealed proposals from individuals or firms having specific experience and qualifications in the area identified in the solicitation. For consideration, proposals for the project must contain evidence of the individual's or firm's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by the Borough may be included elsewhere in the solicitation. Unless otherwise stated, all respondents shall provide profiles and resumes of the principal staff to be assigned to the project, including subcontractors if any, references, illustrative examples of similar work performed, and any other information that clearly demonstrates the respondent's expertise in the area of the solicitation.

SELECTION PROCESS

The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

All evaluations will be based on the following criteria:

1. Qualifications, education and experience of the individual, the firm and assigned staff members; 25%
2. Understanding of the project and its objectives. 15%
4. The degree of completeness of response to the specific requirements of the solicitation; 15%
5. Availability of personnel and whatever else is necessary for the performance of the work; 10%
6. The methodology proposed; 10%
7. The cost of the services to be provided. 25%. Formula for converting cost to points is:

$$\left[\frac{(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})}{(\text{Cost of Each Higher Priced Proposal})} \right]$$

Though rank ordered, all of the evaluation factors above should be considered important in the evaluation process.

OBJECTIVE

The Ketchikan Gateway Borough is soliciting proposals from qualified individuals and/or firms to provide hardware and software for the automated process for creation of agendas and packets for the Borough Assembly and other Boards and Commissions; and the publication of those agendas and packets to the web. Inter-office Workflow for operational action items and tracking system is also required.

CONSULTANT QUALIFICATIONS

Knowledge and experience. The Borough is looking for a consultant who demonstrates exceptional experience in the area of service delivery through documented work product or projects handled as a staff member or employee in order to be considered qualified. The successful respondent should also demonstrate a level of technical expertise to successfully complete the program. This technical expertise will be shown through educational qualifications or a combination of educational qualifications, technical experience and/or other appropriate training or certification.

Insurance Requirements. During the entire period of the project or work, the successful respondent shall provide the following types of insurance. All policies shall have a mandatory thirty (30) day cancellation clause.

- a. Workers' compensation as required by law and employer's liability coverage at a minimum of \$500,000. The Workers' compensation policy shall include a Waiver of Subrogation in favor of the Ketchikan Gateway Borough.

The Borough shall be insured as additional insured on all insurance policies except professional liability policies.

- b. Commercial general liability insurance, not excluding explosion, contractual liability or product/completed operation liability insurance - \$500,000 per occurrence and \$1,000,000 aggregate.
- c. Comprehensive automobile liability, bodily injury and property damage, including all owned, hired and non-owned, automobile - \$1,000,000 per each accident.

Licenses and registration. The successful respondent must have a current Alaska Business License or have the ability to obtain one prior to execution of the contract.

TASK DESCRIPTION

The Borough intends to establish an exclusive contractual relationship between the Ketchikan Gateway Borough (Borough) and the individual or firm selected ("Consultant").

1. See Exhibit A for Scope of Services, incorporated into this RFP by reference.

RESPONSE FORMAT

The Borough would prefer that respondents utilize the format listed below as a guide to their submittals.

1. **Management summary.** Respondents should provide a cover letter indicating the underlying philosophy of the individual or firm in providing the service; the name and address of the person or persons to contact, and the name of the person authorized to represent the individual or firm. The letter and the proposal must be signed by the person authorized to bind the individual or firm to all commitments made in the proposal.
2. **Table of contents.** It is preferred that a table of contents be included that provides a definition of all material included in the proposal, identified by sequential page number and section reference number.

3. **Methodology.** The proposal should detail the methodology and management approach, in other words, how the service will be provided.
4. **Individual/Firm education, experience and capacity.** The education and experience of the individual or firm in providing the service shall be included, giving number of years that the service has been delivered, and if appropriate, provide a statement on the extent of any expansion of the individual's or firm's operations required to provide the service. Respondents are requested to provide examples of previously completed work of a similar nature.
5. **Personnel.** Resumes of all principal staff who will be involved in the delivery of service, including their experience in this area of service delivery, must be a part of the proposal. The anticipated level of involvement by principals of the firm in the day-to-day operation of the contract is desired.
6. **References.** Three (3) references, including the name of the organization, how long service has been provided, a brief summary of the work, and the name and telephone number of a responsible contact person must be included.
7. **Acceptance of conditions.** Indicate on the form provided any exceptions to the general terms and conditions of the RFP and to insurance, bonding, and any other requirements listed.
8. **Provide client list.** Submit a complete list showing the name and address of each person or firm for which individual or firm has provided specialized delineation services in the past 3 years.
7. **Additional data.** Respondents are urged to include any additional information that will aid in evaluation of their proposals.
8. **Cost data.** A proposed cost of the service must be submitted in a separate sealed envelope placed within the outer sealed envelope containing the other elements of the proposal. The envelope listing the cost must be marked "**Cost Data – AGENDA MANAGEMENT SOFTWARE**". Failure to provide the cost data in the required format will be grounds to deem the proposal as non-responsive.

SPECIAL INSTRUCTIONS

Inquiry deadline: Questions, objections, or protests relating to defects, errors, omissions or the content of the RFP, must be made in writing and received by the Borough Manager no later than 2:00 p.m., Tuesday, February 9, 2010 so that any necessary changes may be published and distributed to all interested parties.

Proposal Submission Deadline: To be considered, a complete sealed proposal package in the format requested **must be received at the Office of the Borough Clerk, 1900 First Avenue, Suite 115, Ketchikan, Alaska 99901 by 2:00 p.m. local time, Tuesday, February 16, 2010.** Proposals received after this deadline will not be accepted and will be returned unopened to the responding individual or firm. This deadline does not refer to the postmark. Proposals must be received in the Office of the Borough Clerk by this time and date. Faxed copies will not be accepted. Respondents should note that Ketchikan is considered a remote location by freight forwarding companies who do not guarantee 2nd day delivery.

Notice of award. It is anticipated that the Notice of Award will be issued after Assembly approval at the regular March 1, 2010 meeting.

Form of proposals. Proposals should be typed and full sized. Six (6) sets of the proposal must be submitted; and one (1) of the six (6) sets must be suitable for copying, specifically it

shall not be bound and it shall be printed on one side of 8.5-inch by 11-inch white paper. The respondents must submit a copy of the proposal on disk in a format that can be retrieved in MS Word and/or Excel file format.

RFP limitations/conditions. Preparation costs: This RFP does not in any way commit the Borough to reimburse recipients of this RFP for any of the costs of preparing and submitting a proposal for these services. All costs incurred by respondents in the preparation of the proposal, including travel and personal expenses, shall be the sole responsibility of the respondent. Furthermore, this RFP does not obligate the Borough to accept or contract for, any services expressed or implied.

Clarification, modification, rejection of RFP. The Borough reserves the right to: (1) Modify any or all of the requirements herein. In the event of any modifications, all respondents who submitted proposals will be given an equal opportunity to modify their proposals in the specific areas that are affected. (2) Reject any proposal not adhering to any and all requirements set forth in this RFP. (3) Reject any or all responses received and to waive formality in solicitation procedures. The Borough may reject all proposals at any time, when it is not in the best interest of the Borough to select a proposal. The Borough reserves the right to terminate this RFP at any time.

Disclosure of proposal contents. Confidentiality and release of proprietary information during proposal evaluation, and the protection and opening of proposals is the responsibility of the Borough manager. Proposal information shall not be released prior to official Borough action. Subsequent to official Borough action, all proposals and their content will become available for public inspection. All proposals and other materials become the property of the Borough and may be returned only at the option of the Borough. Detailed costs and price information provided will be held in confidence until the contract award is recommended to the Borough Assembly.

Addenda to the RFP. In the event it becomes necessary to revise any part of this RFP, addenda will be provided to any firm or individual who has been provided the basic RFP package or has registered with the Borough Manager's Office. Addenda must be acknowledged on the Proposal Documentation form. Failure to do so will cause the submittal to be deemed non-responsive.

Respondent certification. By signature on the Proposal Documentation, respondent does certify that he/she/they comply(ies) with:

- a. all applicable local, state, and federal laws, including but not limited to, wage and hour laws and non-discrimination laws;
- b. all terms and conditions set out in this RFP;
- c. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- d. that the offer will remain open and valid for at least 60 days from the closing date of the RFP.

Subcontracting. Respondents must include any plans for subcontracting services or activities under the proposed program. This plan must include a description of the services and activities to be subcontracted, names of subcontractors (if known), and the process through which subcontracts will be obtained. The consultant will be responsible for the performance and accomplishment of program objectives by subcontractors. Line item costs for subcontracts must be described in the proposal cost.

PROPOSAL DOCUMENTATION

(Must be included with all submitted proposals)

TO: The Ketchikan Gateway Borough, herein called the Borough:

Pursuant to and in compliance with the Request for Proposals, the undersigned respondent, being fully familiarized with all the terms of the specifications hereby proposes and agrees to deliver, within the time and in the manner stipulated in the proposal for the following:

AGENDA MANAGEMENT SOFTWARE

1. Award of Project. The Borough shall have the right to reject this proposal and such proposal shall remain open and may not be withdrawn for a period of sixty (60) days after the date prescribed for its closing.
2. Notice of Acceptance. Notice of acceptance and award of the project or requests for additional information may be addressed to the undersigned Respondent at the business address set forth in this proposal.
3. Minimum Standards. The required work and/or specifications attached herein shall be considered as the minimum standards acceptable to the Borough. Any deviations, modifications, or alternatives proposed shall be specified and clarified by the respondent on the provided form as an EXCEPTION SUMMARY. Insufficient information pertaining to exceptions shall be at the respondent's risk and may result in rejection of the proposal.
4. Acknowledgment of Insurance Requirements.
I, _____, acknowledge the insurance requirements as stipulated in the RFP.
5. Respondent certification.
By signature on this proposal documentation, respondent does certify that he/they comply with:
 - a. all applicable local, state, and federal laws, including but not limited to, wage and hour laws and non-discrimination laws;
 - b. all terms and conditions set out in this RFP;
 - c. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
 - d. that the offer will remain open and valid for at least 60 days from the closing date of the RFP.

6. Receipt of Addenda. Receipt of the following Addenda to the RFP Documents is hereby acknowledged.

<u>ADDENDA NO.</u>	<u>DATE OF RECEIPT OF ADDENDA</u>	<u>SIGNED ACKNOWLEDGMENT</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

(Note: Failure to acknowledge receipt of any addenda will be considered an irregularity in the proposal and grounds for rejection.)

RESPONDENT:

By: _____

Title: _____

Alaska Business License No. _____

Company/Firm Name _____

Telephone _____

Fax No. _____

Mobile No. _____

Business Address _____

Email _____

Date _____, 2010.

NOTE: If Respondent is a corporation, the legal name of the corporation shall be set forth above together with the signature of at least one officer authorized to sign contracts on behalf of the corporation; if Respondent is a partnership, the true name of the firm shall be set forth above together with a signature of the partner or partners authorized to sign contracts in behalf of the partnership, and if Respondent is an individual, the appropriate signature shall be placed above.

SUBCONTRACTORS: The respondent may not subcontract greater than thirty-five percent (35%) of this project without written approval of the Borough. List all subcontractors who will be providing greater than five percent (5) of the project work and an approximate percentage of their individual participation by discipline.

SUBCONTRACTORS:

Company/Firm Name _____

Telephone _____

Fax No. _____

Business Address _____

Company/Firm Name _____

Telephone _____

Fax No. _____

Business Address _____

Company/Firm Name _____

Telephone _____

Fax No. _____

Business Address _____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.

CORPORATE CERTIFICATE (if applicable)

I, _____, certify that I am the Secretary of the Corporation named as Consultant in the foregoing instrument; that _____, who signed said instrument on behalf of the Consultant, was then _____ of said Corporation; that said instrument was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signature

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
_____ JUDICIAL DISTRICT)
COUNTY OF _____)

THIS IS TO CERTIFY that on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ and _____ known to be the _____ and _____ of _____, the corporation which executed the above and foregoing instrument, and who on oath stated they were duly authorized to execute said instrument and acknowledged that they signed the same freely and voluntarily on behalf of said corporation for the purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC FOR _____
My Commission Expires: _____

(Seal)

PARTNERSHIP ACKNOWLEDGMENT (if applicable)

STATE OF _____)
) ss.
_____ JUDICIAL DISTRICT)
COUNTY OF _____)

On this _____ day of _____, 2010, before me
appeared _____ and _____
to me personally known, who, being by me duly sworn, did say that they are the Partners of ____
_____, a _____
(State) Partnership and that said instrument was signed on behalf of said Partnership and said
partner acknowledged said instrument to be the free act and deed of said Partnership.

NOTARY PUBLIC

Notary Public, State of _____
My Commission Expires _____

(SEAL)

**LIMITED LIABILITY COMPANY (LLC) (if applicable)
ACKNOWLEDGMENT**

STATE OF _____)
) ss.
_____ JUDICIAL DISTRICT)
COUNTY OF _____)

On this _____ day of _____, 2010, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the Member of _____ a _____ (State) Limited Liability Company and that said instrument was signed on behalf of said _____ (State) Limited Liability Company and said officer acknowledged said instrument to be the free act and deed of said Limited Liability Company.

NOTARY PUBLIC

Notary Public, State of _____
My Commission Expires _____

(SEAL)

INDIVIDUAL ACKNOWLEDGMENT (if applicable)

STATE OF _____)
) ss.
_____ JUDICIAL DISTRICT)
COUNTY OF _____)

THIS IS TO CERTIFY that on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

(Seal)

NOTARY PUBLIC FOR _____
My Commission Expires: _____

EXHIBIT A
SCOPE OF SERVICES
AGENDA MANAGEMENT SOFTWARE

The Ketchikan Gateway Borough is soliciting proposals from qualified individuals and/or firms to provide hardware and software for the automated process for creation of agendas and packets for the Borough Assembly and other Boards and Commissions; and the publication of those agendas and packets to the web. Inter-office Workflow for operational action items and tracking system is also required.

Funding: The Borough has budgeted approximately \$20,000 for this project. (Available funding may or may not be indicative of the value of this contract. Please do not gauge your proposal solely to this amount.)

The Borough is requesting the provision of services in the following areas:

1. Pre-Meeting:

- ✓ Create an electronic version of the agenda and packet items utilizing information gathered and organized in the document management workflow or case scheduling;
- ✓ Create or add additions to the agenda;
- ✓ Create and publish the meeting packets in multiple formats; and
- ✓ Prove compatibility with the Borough's existing Laserfiche document repository software, For the Record (FTR) recording software, and Granicus streaming software.

2. During the Meeting:

- ✓ Capture changes made to documents during the meeting;
- ✓ Provide the ability to create action item workflows from actions taken; and
- ✓ Integrate web stream of the meeting with Granicus in order to have the future capability to:
 - Capture motions and votes;
 - Link live stream with agenda and packet items on the web; and
 - Create detailed minutes as well as link to archived video and packet items on the web.

3. Post Meeting:

- ✓ Retrieve information based on a specific agenda item, document content, or other searchable functions;
- ✓ Publish the agenda and meeting items to the web in an easily searchable format, or work in conjunction with the existing Laserfiche repository format; and
- ✓ Generate workflow items from actions taken by the Assembly during the meeting.

4. Integration Services:

- ✓ Integrate documents, metadata, and information with the existing Laserfiche repository into the agenda automation and action item workflow software;
- ✓ Integrate with Granicus; and
- ✓ Integrate with FTR.

5. Installation and Implementation:

Install and configure all required software and equipment, test and deploy into production.

6. Training:

Provide technical and end user training to Borough staff.

7. Software Maintenance and Support:

Provide for ongoing support, software maintenance and upgrades.

System Functionality and Features

General functionality including the ability to:

- ✓ Utilize non-proprietary systems and databases that are easily accessed by and interfaced with other systems;
- ✓ Accept all types of supporting documents and link to agenda and minutes items;
- ✓ Publish a finalized agenda and minutes to the Web with all associated attachments and links;
- ✓ Provide minute maker capabilities;
- ✓ Future capability to link video proceedings to agenda items and minutes;
- ✓ Move or copy agenda items and associated documents to another agenda;
- ✓ Search all agendas or minutes for keywords and phrases;
- ✓ Follow a link from the search results to the original agenda or minutes item;
- ✓ Centrally administer security, with secondary security functions for adding, viewing, deleting, or moving agenda items administered by department administrators;
- ✓ Allow electronic signatures and varying item approval levels by user and meeting type;
- ✓ Apply separate security for each meeting type;
- ✓ Create multiple meeting agenda templates; and
- ✓ Create multiple action item workflow templates for various department functions

Meeting management functionality, including the ability to:

Allow an unlimited number of meetings to be added and managed by the system and:

- Create an attendee list for each meeting type;
- Create an action list based on the agenda;
- Add actions manually or from a pre-defined dropdown list for that meeting type;
- Reassign action items that have been deferred to a future meeting;
- Copy or move agenda items with all associated attachments from one agenda to another;
- Maintain a history of all agenda items that have been moved or copied to another agenda;
- Create meeting minute templates based on agenda and action items; and
- Future ability to record roll call, record motions, record votes, and be tied back to the agenda item.

Public access functionality, including the ability to:

- ✓ Post all agendas and minutes to the Web with links to appropriate supporting materials;
- ✓ Future ability to link agenda and minutes to relevant portions of the video recordings;
- ✓ Easily search the content of all agendas, minutes or recordings; and
- ✓ Capability to download the entire agenda and associated documents or specific agenda items and supporting material or video.

Workflow, Action Item and Tracker functionality:

- ✓ Create staff assigned task list base;

- ✓ Allows system administrator to set user rights;
- ✓ No limit on number of workflows to be added and no additional licensing costs for additional workflows;
- ✓ Supports email notification in workflow;
- ✓ Supports administrator interface allowing administrator to configure workflows and notifications;
- ✓ Supports workflow "recall" to pull items back from workflow;
- ✓ Provides a minimum of six templates for operational actions;
- ✓ Has the ability to assign conversion of meeting actions to Inter-Office Action Items;
- ✓ Contains the ability to build in electronic signatures; and
- ✓ Provides the ability to establish permission level of users with applicable security.

Item Creation

- ✓ Template supports intelligence and data validation;
- ✓ Template supports required fields, data validation, drop downs designed to the Borough's standards;
- ✓ Supports custom items;
- ✓ Supports unlimited attachments in PDF, TIF, and Microsoft Office Suite; and
- ✓ Users can monitor workflow of their items and view status of same.

Administration, Approvers, and Security

- ✓ Approvers get email notices of administrator updates;
- ✓ Approvers can provide comments;
- ✓ Administrator sets rights for approvers, including editing or read-only privileges; and
- ✓ Clerk can edit any item; reorder agenda items, reorder attachments, preview and publish agenda, change meeting date, copy items from one meeting to another, reassign items to other meetings, create single PDF of entire meeting, view workflow and status on any item, control meeting agenda status, and edit closed agendas.

Report functionality and searching, including the ability to:

- ✓ Work with existing Laserfiche to provide user-friendly end-user searches of agenda items and minutes;
- ✓ Future ability to search audio/video archived recordings;
- ✓ Support flexible query creation for ad-hoc reporting;
- ✓ Future ability to produce standard reports including attendee voting activity on specific agenda items; and
- ✓ Provide a user-friendly query and report writing tool.

Technical Requirements:

- ✓ Browser based client software (front-end);
- ✓ Public access via the internet through a system maintained in the Borough;
- ✓ Local access to backup server;
- ✓ Borough ability to maintain local copy in event of internet failure;
- ✓ System provides maintenance software that can periodically review the tables and identify data inconsistencies, anomalies, incomplete records and produce exception reports;
- ✓ Accessible using Internet Explorer 6.0 or later and other major internet browsers;
- ✓ Simultaneous production, testing, and training environments;
- ✓ User definition and maintenance of system lookup tables without programmer intervention;

- ✓ Complete technical documentation including a data dictionary and ERD; and
- ✓ Complete and easy to read end user documentation, including available reports, online functions, screen illustrations, data entry requirements and diagrams of table links

Interface Requirements:

- ✓ Merge final product into existing Laserfiche repository for publication to the web;
- ✓ Compatible with FTR recording and minute preparation software; and
- ✓ Ability to integrate with Granicus web streaming.

Professional Services to be Delivered:

- ✓ Installation and configuration of the system;
- ✓ Interface with Laserfiche, Granicus and FTR systems;
- ✓ Testing support;
- ✓ Training plan and services, including training materials;
- ✓ System documentation;
- ✓ Acceptance test plan and scripts; and

Software support for a specified period and proposed terms and conditions for first and subsequent annual software support.

PROFESSIONAL SERVICES AGREEMENT
for
AGENDA MANAGEMENT SOFTWARE

This Agreement made and entered into this _____ day of _____, 2010, by and between the **Ketchikan Gateway Borough**, hereinafter "**Borough**", a general law municipality and a Borough of the second class, whose address is: 1900 First Avenue, Suite 210, Ketchikan, Alaska 99901, and *****, whose address is *****, and licensed and qualified to do business within the State of Alaska, hereinafter called "**Consultant**."

1. **Engagement.** The **Borough** agrees to engage the **Consultant** to perform those services described below, for completion of the project described as AGENDA MANAGEMENT SOFTWARE.
2. **Services.** The **Consultant** warrants that it is qualified and properly licensed and agrees to perform certain services necessary for completion of the project, which services shall be set forth in Exhibit A.
3. **Relationship.** The **Consultant** is an independent contractor and is not to be considered an agent or employee of the **Borough**. The **Consultant** has no authority to bind the **Borough**.
4. **Compensation.** As full compensation for the **Consultant's** professional services performed hereunder, the **Borough** shall pay the **Consultant** no more than ***** Dollars (\$*****). All payments are subject to lawful appropriation. No additional compensation in excess of this amount may be claimed unless previously provided for by written amendment.
5. **Expense Reimbursement.** The **Consultant** shall be entitled to reimbursement for actual expenses from the **Borough** for such expenditures as travel, advertising, printing/photocopying, postage and delivery, telephone and clerical charges. Authorized reimbursable expenses are included in the total amount stipulated in Paragraph 4. The **Consultant** shall provide the **Borough** with a listing of expenses by category of expenditure as a part of any billings.
6. **Compensation for Additional Services.** In the event the **Borough** requires services in addition to those described in Paragraph 2, the **Consultant** shall be compensated at a negotiated rate for professional services, plus reimbursement of expenses.
7. **Method of Payment.** Payment will normally be lump sum at the completion of the work and acceptance of said work by the **Borough**. Progress payments may be considered by the **Borough** upon written request from the **Consultant** for a total amount not to exceed 50% of the total contract value. Such payments, if approved by the **Borough**, will be payable no more frequently than monthly.
8. **Ownership.** All original documents, including but not limited to, tracings, plans, specifications, maps, reports, basic work notes, sketches, charts, computations, photographs and original negatives thereof, and all other data prepared, obtained or received by **Consultant**, in the performance of this agreement, shall be and

become the sole and exclusive property of the **Borough**.

9. **Term.** The term of this Agreement shall commence on issuance of Notice to Proceed, at which time the **Consultant** shall begin work on the project and continue, subject to the termination provisions of Paragraph 10, for **6 months** or until the project is completed, whichever occurs first.
10. **Termination.** This agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the **Consultant** shall stop work immediately and shall be entitled to compensation for professional service fees and for authorized expense reimbursement to the date of termination; and the Consultant shall provide to the **Borough** all work product completed or in progress at such date and communicate such recommendations and conclusions to the **Borough** as may have been formed by such date.
11. **Hold Harmless And Indemnity.** The **Consultant** specifically obligates itself to the Owner in the following respects, to-wit:
 - a. To indemnify and appear and defend and hold harmless the **Borough**, its elected and appointed officials and employees, from and against any and all claims, damages, losses, costs and expenses, including attorneys' fees and expenses incurred, whether or not suit is filed, and for injuries to or theft of property, including loss of use, injuries to persons, including death, and from any and all other claims, suits or liability, caused in whole or in part by any act or omission of the **Consultant**, or any of its officers, agents, employees, representatives, servants or subcontractors, or anyone employed by them, or for whose acts **Consultant** may be liable, in the performance or nonperformance of the work or construction, or of any of the terms and/or conditions of the Contract, or caused by or resulting from any act or omission of Consultant, or any of Consultant's employees, agents, representatives, licensees, contractors or representatives.
 - b. To appear, defend, indemnify and hold harmless the Owner and its officers, agents, and employees from and against any and all claims, judgments, liens, loss, damage, cost, charge or expense, including defense costs, court costs and attorneys' fees, whether direct or indirect, by reason of casualties to the construction whether completed or not, including loss of use thereof.
12. **Insurance.** During the entire period of the project or work, the Consultant shall provide the following types of insurance. All policies shall have a mandatory thirty (30) day cancellation clause.
 - a. Workers' compensation as required by law and employer's liability coverage at a minimum of \$500,000. The Workers' compensation policy

shall include a Waiver of Subrogation in favor of the Ketchikan Gateway Borough.

The Borough shall be insured as additional insured on all insurance policies except professional liability policies.

- b. Commercial general liability insurance, not excluding explosion, contractual liability or product/completed operation liability insurance - \$500,000 per occurrence and \$1,000,000 aggregate.
- c. Comprehensive automobile liability, bodily injury and property damage, including all owned, hired and non-owned, automobile - \$1,000,000 per each accident.

13. **Non waiver.** No delay or omission of the right to exercise any power by the Borough shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this agreement by the Borough shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by the Borough to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

14. **Successor and Assigns.** Except as otherwise provided herein, the covenants, agreements, and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto but their respective personal representatives, heirs, successors and assigns.

15. **Time of the Essence.** Time is of the essence of each term, condition, covenant and provision of this agreement.

16. **Miscellaneous.**

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the **Consultant** without the prior written consent of the **Borough**.
- c. This agreement shall be modified only by a written agreement duly executed by the **Borough** and the **Consultant**.
- d. The **Consultant** shall comply with all applicable local, state, and federal laws, including but not limited to, wage and hour laws and non-discrimination laws.
- e. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- f. This agreement shall be governed by and construed in accordance

with the laws of the State of Alaska.

- g. All notices required or permitted under this Agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by given written notice to the other party.

APPROVED:

Dated: _____, 2010

Consultant.

By: _____
Signature/Title

Dated: _____, 2010

Ketchikan Gateway Borough

By: _____
Dan Bockhorst

Attest:

By: _____
Kacie Paxton
Borough Clerk

Approved as to Form:

Certified Funds Available:

By: _____
Scott A. Brandt-Erichsen
Borough Attorney

By: _____
Michael J. Houts
Director of Finance

Account No.:

BOROUGH ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2010, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Dan Bockhorst** to me known to be the **Borough Manager** of the **Ketchikan Gateway Borough**, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

(Seal)

NOTARY PUBLIC FOR ALASKA

My Commission Expires: _____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2010, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Kacie Paxton** to me known to be the **Borough Clerk** of the **Ketchikan Gateway Borough**, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that she was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that she signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

(Seal)

NOTARY PUBLIC FOR ALASKA

My Commission Expires: _____

CORPORATE CERTIFICATE (If Applicable)

I, _____, certify that I am the Secretary of the Corporation named as Consultant in the foregoing instrument; that _____, who signed said instrument on behalf of the Consultant, was then _____ of said Corporation; that said instrument was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signature

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
_____ JUDICIAL DISTRICT)
COUNTY OF _____)

THIS IS TO CERTIFY that on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ and _____ known to be the President and Secretary of the corporation which executed the above and foregoing instrument, and who on oath stated they were duly authorized to execute said instrument and acknowledged that they signed the same freely and voluntarily on behalf of said corporation for the purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

(Seal)_

NOTARY PUBLIC FOR _____
My Commission Expires: _____

LIMITED LIABILITY ACKNOWLEDGMENT (If applicable)

STATE OF _____)
) ss.
_____ JUDICIAL DISTRICT)
COUNTY OF _____)

The forgoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, member of _____ am Alaska limited liability company.

(Seal)

NOTARY PUBLIC FOR _____
My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT (If applicable)

STATE OF _____)
) ss.
_____ JUDICIAL DISTRICT)
COUNTY OF _____)

THIS IS TO CERTIFY that on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

(Seal)

NOTARY PUBLIC FOR _____
My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT (If applicable)

STATE OF _____)
) ss.
_____ JUDICIAL DISTRICT)
COUNTY OF _____)

THIS IS TO CERTIFY that on this _____ day of _____, 2010, before me, a notary public, personally appeared _____ known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal the day and year in this certificate above written.

(Seal)

NOTARY PUBLIC FOR _____
My Commission Expires: _____

EXHIBIT A

SCOPE OF SERVICES

See RFP

CERTIFICATE OF INSURANCE

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONTAINS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
		COMPANIES AFFORDING COVERAGE			
		COMPANY A			
INSURED		COMPANY B			
		COMPANY C			
		COMPANY D			
COVERAGE 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.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GEN LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNERS/CONTRACTORS PROT ☐ _____ ☐ _____				GENERAL AGGREGATE \$1,000,000 PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$500,000 EACH OCCURRENCE \$500,000 FIRE DAMAGE (Any one Fire) \$ MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____ ☐ _____				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per accident) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ☐ ANY AUTO ☐ _____ ☐ _____				AUTO ONLY EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETORS ☐ INC PARTNERS/EXECUTIVE OFFICERS ARE: ☐ EXCL	If applicable to bidder			AK WC STATUTORY LIMITS EL EACH ACCIDENT \$ 500,000 EL DISEASE-POLICY LIMIT \$ EL DISEASE EA EMPLOYEE \$
	OTHER				\$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS EFFECTIVE <u>Date</u> , THE KETCHIKAN GATEWAY BOROUGH IS SHOWN AS ADDITIONAL INSURED WITH ALL RIGHTS OF SUBROGATION WAIVED AGAINST THEM ON THE GENERAL LIABILITY, AUTO AND EXCESS LIABILITY POLICIES AND ALL RIGHTS OF SUBROGATION ARE WAIVED ON THE WORKERS COMPENSATION POLICY AS RESPECTS THE Agenda Management Software					
CERTIFICATE HOLDER KETCHIKAN GATEWAY BOROUGH 1900 FIRST AVENUE KETCHIKAN, ALASKA 99901			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE		

CONSULTANT: *****

REQUEST FOR PAYMENT NO. _____ Date _____

Project Name AGENDA MANAGEMENT SOFTWARE
Borough Document No. _____

In accordance with the attached schedule. The CONSULTANT is entitled to payment of the amount set forth below. The present status of the account for the Contract is as follows:

Original Contract amount	\$ _____
Change Orders:	_____
Additions	\$ _____
Deductions	\$ _____
Total Contract to Date	\$ _____
Total Percent Completed to Date _____%	
Less Previous Payments	\$ _____
Balance to Complete	\$ _____
Amount of this Request	\$ _____
Less Retainage _____%	\$ _____
Payment Due	\$ _____

Consultant's Certification:

The undersigned **Consultant** certifies that (a) all previous progress payments received from **Borough** on account of work done under the Contract referred to above have been applied to discharge in full all obligations of **Consultant** incurred in connection with work covered by prior Requests for Payment numbered 1 through _____ inclusive; and (2) title to all materials and equipment incorporated in said work or otherwise listed in or covered by this Request for Payment will pass to **Borough** at time of payment free and clear of all liens, claims, security interests and encumbrances. The undersigned **Consultant** further certifies, represents and agrees that there are no claims for additional work or other claims not put in writing prior to this date.

DATED: _____

Consultant:

By: _____

Payment of the above amount due this Request is recommended.

DATED: _____

Project Manager: _____

By: _____

Borough Project Manager:

By: _____

Attest:

By: _____
Kacie Paxton
Borough Clerk

Approved as to Form:

By : _____
Scott A. Brandt-Erichsen
Borough Attorney

Certified Funds Available:

By: _____
Michael J. Houts
Finance Director

BOROUGH ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2010, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Dan Bockhorst** to me known to be the **BOROUGH MANAGER** of the **KETCHIKAN GATEWAY BOROUGH**, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

NOTARY PUBLIC FOR ALASKA

My Commission Expires:

(Seal)

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2010, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Kacie Paxton** to me known to be the **BOROUGH CLERK** of the **KETCHIKAN GATEWAY BOROUGH**, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that she was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that she signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

NOTARY PUBLIC FOR ALASKA

My Commission Expires:

(Seal)

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Consultant in the foregoing instrument; that _____, who signed said instrument on behalf of the Consultant, was then _____ of said Corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signature

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
_____ JUDICIAL DISTRICT)
COUNTY OF _____)

THIS IS TO CERTIFY that on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ and _____ known to be the _____ and _____ of _____, the corporation which executed the above and foregoing instrument, and who on oath stated he/she was duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal thereof, and acknowledged that he/she signed the same freely and voluntarily on behalf of said corporation for the purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC FOR _____
My Commission Expires: _____

(Seal)

LIMITED LIABILITY ACKNOWLEDGMENT (If applicable)

STATE OF _____)
) ss.
_____ JUDICIAL DISTRICT)
COUNTY OF _____)

The forgoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, member of _____ a/an _____ (State) limited liability company.

(Seal) **NOTARY PUBLIC FOR** _____
My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT (If applicable)

STATE OF _____)
) ss.
_____ JUDICIAL DISTRICT)
COUNTY OF _____)

THIS IS TO CERTIFY that on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

(Seal) **NOTARY PUBLIC FOR** _____
My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT (If applicable)

STATE OF _____)
) ss.
_____ JUDICIAL DISTRICT)
COUNTY OF _____)

THIS IS TO CERTIFY that on this _____ day of _____, 2010, before me, a notary public, personally appeared _____ known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal the day and year in this certificate above written.

(Seal)

NOTARY PUBLIC FOR _____
My Commission Expires: _____

CONSULTANT'S REQUEST FOR PAYMENT NO. _____

OWNER: KETCHIKAN GATEWAY BOROUGH CONSULTANT: _____

CONTRACT: AGENDA MANAGEMENT SOFTWARE

For period from _____ to _____.

In accordance with the attached schedule, the **CONSULTANT** is entitled to payment of the amount as follows:

Original Contract Sum	\$ _____
Change Orders	\$ _____
Total Contract to Date	\$ _____
Total Completed to Date	\$ _____
Less Previous Payments	\$ _____
Amount this Payment	\$ _____
Less ____% Retainage	\$ _____
Due this Request	\$ _____

CONSULTANT'S Certification:

The undersigned **CONSULTANT** certifies that (a) all previous progress payments received from **OWNER** on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of **CONSULTANT** incurred in connection with Work covered by prior Requests for Payment numbered 1 through _____ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Request for Payment will pass to **OWNER** at time of payment free and clear of all liens, claims, security interests and encumbrances. The undersigned **CONSULTANT** further certifies, represents and agrees that there are no claims for additional work or other claims not put in writing prior to this date.

DATED: _____, 2010 Consultant: _____

By: _____

Payment of the above amount due this Request is recommended.

DATED: _____, 2010

Project Manager: _____

By: _____

Payment of the above amount due this Request is approved.

DATED: _____, 2010 Manager, Ketchikan Gateway Borough

By: _____