

CONTRACT FOR PROFESSIONAL SERVICES WITH _____

In consideration of the mutual promises herein, ANCHORAGE and _____ agree as follows. This contract consists of:

- A. Part I, consisting of 15 sections of Special Provisions;
- B. Part II, consisting of 11 sections of General Provisions;
- C. Appendix A consisting of two (2) pages; and

PART I SPECIAL PROVISIONS

Section 1. Definitions. In this contract:

- A. "Administrator" means the Assembly Program and Budget Analyst of the Assembly Department or her designee.
- B. "Anchorage" means the Municipality of Anchorage.
- C. "Contractor" means _____.

Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, Scope of Services, which is attached hereto and incorporated in this section by reference.
- B. Anchorage shall not allow any claim for services other than those described in this section. However, the Contractor may provide, at its own expense, any other services that are consistent with this contract.

Section 3. Time for Performance.

- A. This contract becomes effective when signed on behalf of Anchorage.
- B. The Contractor shall commence performance of the work described in Part I Section 2 on _____, 20____, and complete that performance on or before _____, 20____.

Section 4. Compensation; Method of Payment.

- A. Subject to the Contractor's satisfactory performance, Anchorage shall pay the Contractor no more than _____ DOLLARS (\$_____) in accordance with this section.

- B. Anchorage shall pay the Contractor one lump sum payment in the amount of _____ DOLLARS (\$_____) after the Contractor satisfactorily completes all of its performance.
- C. At the conclusion of each phase of the work for which payment is due; and upon acceptance of the work by the Administrator the Contractor shall present a bill to the Administrator describing the work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within _____ days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why.
- D. The Contractor is not entitled to any compensation under this contract, other than is expressly provided for in this section.
- E. As a condition of payment, the Contractor shall have paid all municipal taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

The Contractor's services under Section 2 may be terminated:

- A. By mutual consent of the parties.
- B. For the convenience of Anchorage, provided that Anchorage notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
- B. For cause, by either party where the other party fails in any material way to perform its obligations under this contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within thirty (30) days after receiving the notice.

Section 6. Duties Upon Termination.

- A. If Anchorage terminates the Contractor's services for convenience, Anchorage shall pay the Contractor for its actual costs reasonably incurred in performing before termination. Payment under this subsection shall never exceed the total compensation allowable under Section 4. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Anchorage.

- B. If the Contractor's services are terminated for cause, Anchorage shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination less any damages suffered by Anchorage because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed the contract rate for such services, and payment under this subsection shall not exceed ninety percent (90%) of the total compensation allowable under Section 4. Any finished or unfinished documents or materials prepared by the Contractor under this contract shall become the property of Anchorage at its option.
- C. If the Contractor receives payments exceeding the amount to which it is entitled under subsections A or B of this section, he shall remit the excess to the Administrator within thirty (30) days of receiving notice to do so.
- D. The Contractor shall not be entitled to any compensation under this section until the Contractor has delivered to the Administrator all documents, records, work product, materials and equipment owned by Anchorage and requested by the Administrator.
- E. If the Contractor's services are terminated, for whatever reason, the Contractor shall not claim any compensation under this contract, other than that allowed under this section.
- F. Except as provided in this section, termination of the Contractor's services under Section 5 does not affect any other right or obligation of a party under this contract.

Section 7. Insurance.

A. The Contractor shall maintain in good standing, for the entire period of the contract, the insurance described in subsection B of this section. Before rendering any services under this contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with subsection B of this section in a form acceptable to the Risk Manager for Anchorage.

B. The Contractor shall provide the following insurance:

- 1.) \$500,000 Employers Liability and Worker's Compensation as required by Alaska Law.
- 2.) Commercial Automobile Liability per occurrence in the amount of \$500,000 single limit to include: owned, hired, and non-owned.
- 3.) Commercial General Liability in the amount of \$1,000,000 combined single limit to include:

Premises Operations
Products and Completed Operations
Blanket Contractual
Broad Form Property Damage
Independent Contractors

Personal Injury

4.)As Appropriate – Professional Liability, IT Liability, Errors and Omissions or Advertising liability in the amount of \$1,000,000

The Commercial "General Liability and Professional Liability /Architects and Engineers Errors and Omissions Liability polices if required, written on a "claims made basis" must have a two (2) year tail of coverage, or an unbroken continuation of coverage for two (2) years, from the completion of the contract requirements.

- C. Each policy of insurance required by this section shall provide for advance notice to the MOA/Contract Administrator prior to cancellation in accordance with the policy. IF the insurer does not notify the MOA upon policy cancellation it shall be the contractor's responsibility to notify the MOA of such cancellation.
- D. With the exception of Worker's Compensation and Professional Liability each policy shall name The Municipality as an "Additional/Named insured" and the actual policy endorsement shall accompany each Certificate of Insurance.
- E. General Liability and Automobile policies shall be endorsed to waive all rights of subrogation against the Municipality of Anchorage by reason of any payment made for claims under the above coverage. This policy endorsement should accompany each Certificate of Insurance.

Section 8. Assignments.

Unless otherwise allowed by this contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this contract or any delegation of duties under this contract shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this contract shall give Anchorage the right immediately to terminate this contract without any liability for work performed.

Section 9. Ownership; Publication, Reproduction and Use of Material.

- A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this contract shall be the property of Anchorage, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright.
- B. Equipment purchased by the Contractor with designated contract funds shall be the sole property of Anchorage marked and inventoried as such with a copy of the inventory forwarded to Anchorage.

Section 10. Notices.

Any notice required pertaining to the subject matter of this contract shall be either sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Anchorage: Municipality of Anchorage
Department of _____
P.O. Box 196650
Anchorage, AK 99519-6650
FAX: (907) _____

Contractor: _____

FAX: (907) _____

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or five (5) days after proof of proper posting.

Section 11. Contract Budget.

In connection with its performance under this contract the Contractor shall not make expenditures other than as provided in line items in the contract budget.

Section 12. Force Majeure.

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
- B. As used in this contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this contract, including without limitation:
 - 1. Any interruption, suspension or interference resulting solely from the act of the Municipality or negligent act(s) of the Municipality not otherwise governed by the terms of this contract.
 - 2. Strikes or work stoppages.
 - 3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
 - 4. Order of court, administrative agencies or governmental officers other than the Municipality.

Section 13. Financial Management System.

The Contractor shall establish and maintain a financial management system that:

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the contract;
- B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
- C. Effectively controls and accounts for all municipal funds and contract property;
- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;
- F. Minimizes the time between receipt of funds from Anchorage and their disbursement by the Contractor;
- G. Provides accounting records supported by source documentation; and
- H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

In the event that any funding source for this contract should impose additional requirements upon Anchorage for the use of those funds, the Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Anchorage.

Section 15. Subcontracts.

The Contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this contract, provided:

- A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefore.
- B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Contractor.
- C. Every subcontract in an amount exceeding \$1,000.00 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

PART II

GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

The Contractor shall perform its obligations hereunder as an independent contractor of Anchorage. Anchorage may administer the contract and monitor the Contractor's compliance with its obligations hereunder. Anchorage shall not supervise or direct the Contractor other than as provided in this section.

Section 2. Nondiscrimination.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability", as that phrase is defined in the Americans With Disabilities Act of 1990. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical disability.
- C. The Contractor shall comply with any and all reporting requirements that may apply to it which the Anchorage Office of Equal Employment Opportunity Contract Compliance may establish by regulation. The contract compliance officer may accept the contractor's compliance with federal requirements or the contractor's federal reporting documents in lieu of reporting under this section.
- D. The Contractor shall include the provisions of subsections A through C of this section in every subcontract or purchase order under this contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this contract. The contract compliance officer may accept the contractor's compliance with federal requirements or the contractor's federal reporting documents in lieu of reporting under this section.
- E. The Contractor shall comply with all applicable federal, state and municipal laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7, Chapter 7.50 of the Anchorage Municipal Code.

Section 3. Permits, Laws and Taxes.

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

Section 4. Nonwaiver.

The failure of either party at any time to enforce a provision of this contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this contract or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 5. Amendment.

- A. This contract shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this contract was executed.
- B. For the purposes of any amendment modification or change to the terms and conditions of this contract, the only authorized representatives of the parties are:

Contractor:

(title of position)

Anchorage: **Mayor, Municipal Manager or Approved Designee**

- C. Any attempt to amend, modify, or change this contract by either an unauthorized representative or unauthorized means shall be void.

Section 6. Jurisdiction; Choice of Law.

Any civil action rising from this contract shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The law of the State of Alaska shall govern the rights and obligations of the parties under this contract.

Section 7. Severability.

Any provision of this contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the contract.

Section 8. Integration.

This instrument and all appendices 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 hereto.

Section 9. Liability.

The Contractor shall indemnify, defend, save and hold Anchorage(or Municipality) harmless from any and all claims, lawsuits or liability, including attorney fees and costs, allegedly arising out of loss, damage or injury to persons or property or from any wrongful or negligent act, error or omission of Contractor, Contractor's agents, employees, subcontractors or invitees, occurring during the course of, or as a result of the Contractor's, Contractor's agents, employees, contractors, subcontractors or invitees performance pursuant to this contract.

Section 10. Inspection and Retention of Records.

The Contractor shall, at any time during normal business hours and as often as Anchorage may deem necessary, make available to Anchorage, for examination, all of its records with respect to all matters covered by this contract for a period ending three years after the date the Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this contract, to Anchorage, in such form and at such times as Anchorage may reasonably require. The Contractor shall permit Anchorage to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this contract. Anchorage may, at its option, permit the Contractor to submit its records to Anchorage in lieu of the retention requirements of this section.

Section 11. Availability of Funds.

Payments under this contract require funds from future appropriations and are subject to future appropriations. If sufficient funds are not appropriated for payments required under this contract, this contract shall terminate without penalty to Anchorage and Anchorage shall not be obligated to make payments under this contract beyond those which have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this contract on the date and at the place shown below.

MUNICIPALITY OF ANCHORAGE

CONTRACTOR

Mayor, Municipal Manager or Approved Designee

Date:

Name:

Title:

Date:

IRS Tax Identification No.

Tax Status: Taxable ☐ Non-Taxable ☐

(for corporations)

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared *[INSERT NAME OF PERSON SIGNING]*, known to me to be the *[INSERT TITLE OF PERSON SIGNING]* of *[INSERT NAME OF CORPORATION]*, the corporation named in the foregoing instrument, acknowledged to me that he/she had, in his/her official capacity is authorized by the corporation to execute the foregoing instrument as the free act and deed of the said corporation for the uses and purposes therein stated.

WITNESS my hand and official seal the date and year first above written.

Notary Public in and for Alaska
My commission expires:

(for partnership)

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by *[INSERT NAME OF PARTNER OR AGENT SIGNING]*, partner (or agent) on behalf of *[INSERT NAME OF PARTNERSHIP]*, a partnership.

Notary Public in and for Alaska
My commission expires:

(for individual)

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

 The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by *[INSERT NAME OF PERSON SIGNING]*.

Notary Public in and for Alaska
My commission expires:

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(rev. 2/95)

APPENDIX A

3.0 SCOPE OF SERVICES

3.1 Overview

The Assembly, and various Boards and Commissions, require an automated process for the creation of agendas, packets, meeting minutes and board decisions, audio/visual recordings, and the publishing of this information to the web. The Municipality is requesting the provision of services in the following areas.

3.1.1 Manage Value Chain Processes

Provide administrative, workflow, notifications, and review and approval support for the preparation of discussion topics (agenda items), preparation of agendas, planning meetings, publishing agenda content, conducting meetings and publishing of meeting results.

3.1.2 Prepare Discussion Topics (Agenda Items)

Provide the capability to develop the premise for discussion topics (agenda items), to analyze and provide feedback for topics, to create standard templates, to automate the submission of topics, to review and edit topics, to attach relevant documents for topic, and receive input from CityView.

3.1.3 Prepare for Meetings

Provide the capability to review submission topics, make submission adjustments and to assign submission identifier (legislative document number).

3.1.4 Plan Meetings

Provide the capability to schedule meetings (sometimes simultaneously on the same day and time), to set agendas, to notify attendees, to adjust agendas, to adjust schedules, to reschedule tabled or continued items, to set agenda categories, and to post public hearings to the Web.

3.1.5 Publish Agenda Content

Provide the capability to post agendas to the Web, to create and send (post) agenda packets electronically to attendees, to be able to print on demand, and to be able to issue preliminary agendas and addendums.

3.1.6 Conduct Meetings

Provide the capability to open a meeting, to record and modify roll call/attendance, to address agenda items, to discuss items, to create amendments, to amend content, to table items, to vote, to take minutes, to display proceedings in the meeting room, to broadcast the meeting live, to record the meeting, and to close or continue a meeting.

3.1.7 Publish Meeting Results

Provide the capability to finalize documents (including action minutes, final minutes and other documents), to provide stamp of action/date, to electronically sign results by Clerk or Chair, to post results to the Web (packet), to archive results (via hardcopy and softcopy), to post vote log, to post audio/video recording to web and to archive, and to provide an audit trail for the proceedings. Published agendas, action agendas, selected documents, minutes and the audio/video recordings of meeting to the web and to the Municipality's archive must be easily searchable by specific agenda item, document content, date, and other searchable content in an indexing system which meets municipal code retention requirements.

3.2 Installation and Implementation

Install and configure all required software and equipment, test and deploy into production. Installation shall include removal of obsolete hardware associated with the previous systems.

3.3 Software Maintenance and Support

- Provide for ongoing support, software maintenance and upgrades.
- Notification of maintenance outages or other periods of planned availability interruptions must be provided at least seven days in advance.
- Major product updates must be limited to a maximum of two per year.
- Vendor will provide documented standard approach and tested instructions to apply all major and minor releases. Vendor will, at a minimum, assist Municipality staff in applying patches to non-hosted components. This responsibility must be included in the proposal and clearly outlined in the software maintenance agreement.
- Support must include new feature and functionality availability within thirty days of general release to the public

3.4 Hardware Maintenance and Support

- Vendor will provide hardware maintenance support for all hosted components.

3.5 Training

- Provide technical and end-user training to Municipality staff.
- Provide technical and end-user training material.
- Permission to reproduce, recreate, or utilize documentation for internal Municipality purposes (Vendor retains all copyright to materials).

3.6 Interfaces

The proposed solution should detail integration of CityView and other interface requirements outlined in the Features and Functionality Requirements Matrix.

REQUISITION FORM

Send to: Purchasing Office



MUNICIPALITY OF ANCHORAGE

DEPARTMENT TRACKING NO.:

PROJECT COSTING: YES <input type="checkbox"/> NO <input type="checkbox"/>		REQUESTER (NAME):		PHONE/POINT OF CONTACT:	
BUSINESS UNIT:		<input type="checkbox"/> NOENC <input checked="" type="checkbox"/> MOA <input type="checkbox"/> MLP <input type="checkbox"/> AWWU			
SHIP TO: (DEPARTMENT/DIVISION/ADDRESS)		VENDOR NAME			
Purchasing Department		Alaska Communications			
632 W. 6th avenue suite 520		ORDERING ADDRESS			
Anchorage, AK 99501					
*TO BE COMPLETED BY PURCHASING		*DATE REQUESTED: 28-Dec-15			
*REQUISITION ID:		*PURCHASE ORDER NO.:			
*BUYER:					

LINE	ITEM ID#	CATEGORY	DESCRIPTION OF GOODS AND SERVICES				QUANTITY	UOM	UNIT PRICE	DUE DATE	PROJECT GRANT
ACCOUNT	FUND	DEPT ID	PROGRAM	SUB CLASS	BDGT PD	PROJECT/GRANT	AMOUNT	PC UNIT	ACTIVITY ID#	RESOURCE TYPE	SUB CATEGORY
	3101	101	1912		2015	191200	\$350.00				
COMMENTS/ATTACHMENTS:											
Data and phone drop											

LINE	ITEM ID#	CATEGORY	DESCRIPTION OF GOODS AND SERVICES				QUANTITY	UOM	UNIT PRICE	DUE DATE	PROJECT GRANT
ACCOUNT	FUND	DEPT ID	PROGRAM	SUB CLASS	BDGT PD	PROJECT/GRANT	AMOUNT	PC UNIT	ACTIVITY ID#	RESOURCE TYPE	SUB CATEGORY
COMMENTS/ATTACHMENTS:											

LINE	ITEM ID#	CATEGORY	DESCRIPTION OF GOODS AND SERVICES				QUANTITY	UOM	UNIT PRICE	DUE DATE	PROJECT GRANT
ACCOUNT	FUND	DEPT ID	PROGRAM	SUB CLASS	BDGT PD	PROJECT/GRANT	AMOUNT	PC UNIT	ACTIVITY ID#	RESOURCE TYPE	SUB CATEGORY
COMMENTS/ATTACHMENTS:											

COMMENTS: (GENERAL) USE ADDITIONAL PAGE/ATTACHMENTS											
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I certify that funds have been appropriated for this expenditure		X		AUTHORIZED SIGNATURE		CERTIFICATION DATE		Page 1 of 1		TOTAL ORDER \$0.00	
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