

**ATTACHMENT F**

**STANDARD CONTRACT FORM**

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
8. Department of		Division	hereafter the State, and
9. Contractor			hereafter the Contractor
Mailing Address	Street or P.O. Box	City	State ZIP+4

10.

**ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

**ARTICLE 2. Performance of Contract:**

2.1 Appendix A (General Conditions) and Appendix A1 (Special Conditions) govern contract performance.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.

**ARTICLE 3. Period of Performance:** The period of performance for this contract begins \_\_\_\_\_, and ends \_\_\_\_\_.

**ARTICLE 4. Considerations:**

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$\_\_\_\_\_ in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of
Mailing Address	Attention:

<b>12. CONTRACTOR</b>	<b>13. CONTRACTING AGENCY</b>
Name of Firm	Department/Division
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer
Date	Date

## APPENDIX A

### GENERAL CONDITIONS

- 1. Inspections and Reports:**

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.
- 2. Suitable Materials, Etc.:**

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- 3. Disputes:**

If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620-AS 36.30.632.
- 4. Default:**

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 5. No Assignment or Delegation:**

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.
- 6. No Additional Work or Material:**

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.
- 7. Independent Contractor:**

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.
- 8. Payment of Taxes:**

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.
- 9. Compliance:**

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.
- 10. Conflicting Provisions:**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.
- 11. Officials Not to Benefit:**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.
- 12. Contract Prices:**

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.
- 13. Contract Funding:**

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 14. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; sabotage; military or usurped power; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or prohibiting or restricting the furnishing or use of materials, machinery, or labor required.
- 15. Contract Extension:**

Unless otherwise provided, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- 16. Severability:**

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 17. Continuing Obligation of Contractor:**

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
- 18. Termination:**

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

#### 19. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

#### APPENDIX A1: SPECIAL CONDITIONS

1. **Engagement of Broker:** With award of the Contract, the State of Alaska (Owner) engages the services of Contractor (or Broker) as its broker and agent to sell the Fast Vehicle Ferry (FVF) FAIRWEATHER (O.N. 1148175) and FVF CHENEGA (O.N. 1166054) (Vessels) – either collectively or individually - consistent with the terms of the Contract and the accepted proposal that Broker submitted in response to the Owner's Request for Proposal #2520S010 (RFP).
2. **Type of Listing; Right to Commission:** This listing is an exclusive listing and Broker's right to a commission will arise on the completed sale of the Vessel(s) to a buyer who is procured by Broker. For purposes of this Contract, a completed sale occurs once the Owner and the buyer have exchanged finalized purchase/sale documentation and the buyer has paid the Owner the full purchase price of the Vessel(s). Broker is not entitled to a commission if Owner makes a direct government sale as stated in section 5 below.
3. **Obligations of Broker:** Broker shall undertake to procure a buyer for the Vessel(s) and assist with closing the sale to any procured buyer that submits an acceptable offer. Broker's duties include the following:
  - a. Advertising the Vessels in national and international vessel listing services and industry publications for the purpose of drawing widespread interest by prospective buyers and competitive purchase offers at favorable prices to Owner;
  - b. Promptly furnishing the Owner with all offers and an accompanying assessment of each offer, along with an approval or rejection recommendation. If the recommendation is to reject the offer, the Broker shall provide advice regarding a possible counteroffer and/or other related issues;
  - c. Delivering a completed purchase/sale agreement(s) and any other necessary documentation to Owner within 60 days of its acceptance of a purchase offer for the Vessel(s);
  - d. Submitting to Owner an activity report by the 5th of each month that includes a summary of all actions Broker has taken to market and advertise the Vessels, a listing of all inquiries Broker has received, a listing of Broker's response to each inquiry, a summary of offers Broker has received that were below the established target sale price established, and Broker's recommendations to help ensure the selling process is successful; and
  - e. Providing additional assistance as Owner may reasonably request.

Broker shall diligently perform all duties and obligations owed to Owner and will use its best efforts to sell the Vessels.

4. **Broker's Commission:** Broker shall receive a commission of \_\_\_% if:
  - a. Broker procures a buyer who is ready, willing, and able to purchase the Vessel(s) on the terms set forth in this Contract or on terms more advantageous to Owner;
  - b. Owner actually sells the property to a buyer procured by the Broker; or
  - c. Within 90 days after the termination of this listing, the Vessel(s) is sold by owner or by any other person to a buyer who was first submitted to owner by Broker.

Additionally, the Broker's commission is not earned until the Broker's procured buyer has executed contract for the purchase/sale of the Vessel(s) and the buyer has paid the Owner the full purchase price of the Vessel(s).

5. **Direct Government Sale:** Broker is not entitled to a commission if:
  - a. A federal, state, or local government agency independently contacts AMHS, i.e. without prior direct communications with Broker, concerning purchase of the Vessels(s);
  - b. AMHS sells the Vessel(s) to the government agency without having used Broker services identified in section 3 (b), (c), or (e), or section 8 of these Special Conditions regarding the sale.
6. **Term of Listing:** The rights and obligations created by this Contract shall commence on the effective date of the Contract and shall terminate at midnight on the date 120 days thereafter. The parties may extend the term of the Contract for a duration and under terms evidenced by their mutual written extension signed by authorized agents of the parties.
7. **Owner to Maintain Vessel:** Owner is responsible for berthing and safekeeping of the Vessels during the term of this Contract; the Broker has no such obligation.
8. **Broker's Authority to Receive Deposit:** Broker is authorized to receive a deposit from any buyer who offers to purchase the Vessel(s). It shall promptly notify Owner of the receipt of any such deposit and shall hold it in trust pending completion of the sale, or as Owner may otherwise instruct. Any such deposit shall be considered accepted only when Owner accepts buyer's offer. Should any deposit so received be forfeited, Broker shall retain one-half of any such deposit and pay the balance to Owner.
9. **Owner's Covenant to Sell:** Upon Owner's acceptance of an offer to purchase the Vessel(s), the buyer's execution of a purchase/sale agreement, and buyer's payment of the purchase price for the respective Vessel(s) to Owner, Owner will provide buyer with a Bill of Sale issued on USCG Form 1340, which will be substantially similar to the attached Exhibit A.
10. **No Waiver:** The failure of either party to insist upon the performance of any of the terms and conditions of this Contract, or the waiver of any breach of any of the terms and conditions of this Contract, shall not be construed as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
11. **Modification of Contract:** Any modification of this Contract or additional obligation assumed by either party in connection with the Contract shall be binding only if evidenced in writing signed by an authorized representative of each party.
12. **Entire Contract:** This Contract shall constitute the entire agreement between the parties regarding brokering of Owner's Vessels and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.