

STANDARD CONTRACT FORM

Goods and Non-Professional Services

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

1. Agency Contract Number CT 240000481	2. Contract Title	3. Agency Fund Code Internal Use Only	4. Agency Appropriation Code Internal Use Only
5. Vendor Number TBD	6. IRIS Document ID #	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of Family and Community Services	Division Alaska Psychiatric Institute	Hereafter the State, and	
9. Contractor TBD		Hereafter the Contractor	
Mailing Address TBD	Street or P.O. Box	City	State ZIP+4
<p>10. Article 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>Article 2. Performance of Contract:</p> <p>2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the scope of work/services to be performed by the Contractor.</p> <p>Article 3. Period of Performance: The initial period of performance for this contract begins (enter date), and ends June 30, 2024). The State reserves the right to renew for up to three additional fiscal years (July-June), potentially through June 30, 2027.</p> <p>Article 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed \$100,000 per State fiscal year in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the Contractor shall refer to the Agency Contract Number and send the billing to: fcs.invoicing@alaska.gov and fcs.api.contracts@alaska.gov</p>			
11. Department of Family and Community Services		Attention: Alaska Psychiatric Institute	
Mailing Address PO Box		Attention:	
12. CONTRACTOR		13. CONTRACTING AGENCY	
Name of Firm TBD		Department/Division Family and Community Services, Alaska Psychiatric Institute	
Signature of Authorized Representative		Signature of Procurement Officer	
Typed or Printed Name of Authorized Representative		Typed or Printed Name of Procurement Officer	
Date TBD		Date	

NOTICE: This contract has no effect until signed by the contracting agency.

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 reasonable 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 sees 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; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

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 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. 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 B¹

INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: Covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: Covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per claim.

APPENDIX C

SCOPE OF WORK

1. Purpose

The purpose of this contract is for the Contractor to provide patient clothing, shoes, and linens for the Alaska Psychiatric Institute.

The State of Alaska, Department of Family and Community Services (DFCS) will use these goods to ensure patient comfort and safety.

2. Order of Precedence

The terms and conditions of ITB 2024-2600-0285 Patient Clothing and Linens for API Appendices, and Amendments are made part of this contract. The order of precedence for the contract between the Contractor and DFCS is established by the order of the following documents:

1. Any amendment to the executed contract with the more recent amendment taking precedence over a less recent amendment.
2. The Standard Contract Form Goods and Non-Professional Services and Appendices.
3. The Contractor's bid

The above numbered documents are, collectively, the "contract." In the case of any conflict or inconsistency arising under the contract documents, a document identified with a lower number in this subsection shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. No conflict or inconsistency shall be deemed to occur in the event an issue is addressed in one of the above-mentioned contract documents but is not addressed in another of such documents.

Where terms and conditions specified in the Contractor's bid differ from the terms and conditions in contract documents 2, as identified above in section 2 Order of Precedence, the terms and conditions of documents 2 shall apply. Where terms and conditions specified in the Contractor's quote, supplement the terms and conditions in contract documents 2, as identified above in section 2 Order of Precedence, the supplemental terms and conditions shall apply only if specifically accepted by the Procurement Officer in writing.

3. Contractor Performance and Deliverables

The Contractor shall perform the scope of work, provide the deliverables, and meet any delivery and completion dates outlined in ITB 2024-2600-0285 Patient Clothing and Linens for API Appendices, and Amendments.

The Contractor shall perform the scope of work, provide the deliverables, and meet any delivery and completion dates outlined below:

The Alaska Psychiatric Institute will place quarterly orders for each annual term of the contract with the option to place one supplemental order each month, as needed. Per the vendor's bid dated _____ items will be delivered within _____ days of order being placed. The cost of shipping, handling and delivery to the Alaska Psychiatric Institute at 3700 Piper Street Anchorage, AK 99508 is included in the bid price. There will be no additional charge for shipping and delivery.

Should it not be possible for Contractor to fulfill an order within the time period designated, the vendor must immediately contact API with the reason for the delay and the anticipated delivery date. A delay greater than 30 days may result in API canceling all or part of an order and seeking the items from another vendor. API may choose to rescind the contract if more than three instances in a twelve month period occur when deliveries do not occur within the contacted period.

The quantities referenced are the state's estimated annual requirements and may vary more or less from the quantities actually purchased. The state does not guarantee any minimum or maximum quantities purchased.

1. Bra – Best Form or state approved equivalent, Sport Bra, color is white – sizes are 32 thru 48, stretch cotton blend, elastic supports, no under wire. Estimated usage is 1,700 per year. Price per item _____
2. T-Shirts – Fruit of the Loom or state approved equivalent. White in color, plain, no pocket, 100% cotton, sizes are small to 5X large. Estimated usage is 1,620 per year. Price per item _____
3. Boxers – Fruit of the Loom or state approved equivalent, relaxed fit, white in color, 55% cotton – 45% polyester. Sizes are medium thru 5X large. Estimated usage is 3,400 per year. Price per item _____
4. Panties – Fruit of the Loom or state approved equivalent, High Rise, 100% cotton label free, white in color. Sizes are 5 thru 16. Estimated usage is 2,400 per year. Price per item _____
5. Socks – Champion Brand or state approved equivalent, (Fruit of the Loom socks are not equivalent) white in color, 1 socks = 1 pair, 74% cotton, 21% polyester, 3% natural latex rubber. Below ankle, low top sock, reinforced heel and toe. Sizes are 6 thru 14. Estimated usage is 1,760 pairs per year. Price per item _____
6. Sweatshirt Crewneck– Gildan Brand or state approved equivalent, light blue in color. 50% cotton, 50% polyester, preshrunk, heavy blend, no pockets. Sizes are small thru 5X large. Estimate usage is 900 per year Price per item _____
7. Scrub bottom pants – CUSTOM MADE, light blue in color, no pockets. All seams to be triple stitched, 4-point sewn tab on heavy-duty one-inch elastic waist, waistband to be stitched by 4-rows. Current item is 88% cotton, 12% nylon, fire resistant material. No drawstring, no pockets, no ties, heavy-duty thread, fabric must be able to withstand custom washing at 160 degree temperature. All specs to ensure anti-ligature clothing. Sizes are small thru 5X large. Estimated usage is 900 per year. Price per item _____
8. Shoes – Bob Barker item #155NV or state approved equivalent, durable canvas step-in, navy blue. Medium weight 7oz. canvas shoes, sewn in full cushion insoles. Sizes are 5 thru 16 and design allows for unisex for men or women. No laces, no straps, no removable items that can be used as a weapon. Estimated usage is 504 pairs per year. Price per item _____

9. Slippers –Hospital grade patient slippers, Navy Blue or state approved equivalent. Sizes are small thru XL. Estimated usage is 900 pair per year. Price per item ____
10. Thermal Blanket - size 66" x 90", 100% cotton or cotton poly combination, blue, rose, and yellow color choice, tight weave, snag less, high rated durability for hospital use. Estimated usage is 204 per year Price per item ____
11. Sheet Flat - T180, 60% cotton, 40% polyester blend, white in color, sized to fit 36" x 80" mattress. Bob Barker item #SHP or state approved similar product. Estimated usage is 260 per year. Price per item ____
12. Sheet Fitted - T180, 60% cotton, 40% polyester blend, white in color, sized to fit 36" x 80" mattress. Bob Barker item #FSP or state approved equivalent product. Estimated usage is 264 per year. Price per item ____
13. Standard Pillow Case – T180 fabric, 60% cotton, 40% polyester blend, white in color, sized to fit pillow 20" x 26". Bob barker item #PCP or state approved equivalent product. Estimated usage is 264 per year. Price per item ____
14. Mattress pad – quilted no bands, no straps, white in color, sized to fix 36" x 80" mattress, high rated durability for hospital use. Estimated usage is 264 per year. Price per item ____
15. Terry Bath Towels – 100% cotton, high rated durability for hospital use, minimum 600GSM, white in color, size 20" x 40". Estimated usage is 1,100 per year. Price per item ____
16. Terry Wash Cloths – 100% cotton, high rated durability for hospital use, white in color, size 12" x 12". Estimated usage is 1,000 per year. Price per item ____
17. Winter Coats -- Unisex water-resistant winter jacket with polyester fleece lining and removable hood. Colors as available though not orange. Sizes are Small—5XL Estimated usage is 2 dozen of each size per year for 192 total. Unit Price: per Small _____ per Medium _____ per Large _____ per XL _____ Per 2XL _____ per 3XL _____ per 4XL _____ per 5XL _____
18. Winter Coats -- 18Unisex waterproof hooded puffer coat, Size 6XL. Estimated usage is 24 per year. Unit cost per 6XL _____

The Contractor shall perform the tasks, services, and deliverables set forth within this Scope of Work to DFCS's satisfaction. The Contractor shall be responsible for all communications regarding the progress of performance of the contract and shall discuss with DFCS any issues, recommendations, and decisions related to the contract. The Contractor shall be the sole point of contact on all matters related to the performance of the contract.

DFCS Project Manager

The DFCS Project Manager is responsible for monitoring the operations and performance of the Contractor for contract compliance, and to coordinate actions and communications between DFCS and the Contractor. The DFCS Project Manager for this contract is:

Attn: Kristen Hillstrom
 Alaska Psychiatric Institute
 3700 Piper Avenue

Anchorage, Alaska _____
Phone: (907) 269-7100
E-mail: kristan.hillstrom@alaska.gov

4. Remedial Action

In addition to any remedies available to DFCS under law or equity, DFCS at its sole discretion may require one or more of the following remedial actions if the Contractor fails to cure findings of breach, or as otherwise provided for herein:

- DFCS may take reasonable steps to provide for such cure and may offset the costs of such cure against the contract pricing in effect at the time of occurrence of a breach.
- Reduce and/or offset payment to reflect the reduced value of goods or services received.
- Withhold payment or require payment of actual damages caused by a breach.
- Terminate the contract pursuant to section 5 Termination.

Withholding of payment by DFCS for the failure of the Contractor to perform shall not relieve the Contractor from its obligations under the contract.

5. Termination

Termination for Cause

The occurrence of any of the following events shall be an event of default under the contract and cause for termination:

- A material breach of any term or condition of the contract.
- Any representation or warranty by Contractor in its quote, bid that proves to be untrue or materially misleading.
- Any default or non-compliance as otherwise specified in the contract.

DFCS may terminate the contract if DFCS provides the Contractor written notice of default and the Contractor has failed to cure the default within 30 calendar days. If DFCS terminates the contract for default, DFCS reserves the right to take any action it may deem necessary including, without limitation:

- Exercise any remedy provided by law or equity.
- Withhold payment until the default is remedied.
- Offset of damages against payment due.

Termination for Convenience

DFCS may terminate the contract at its convenience, in whole or in part, by providing the Contractor written notice 30 calendar days prior to termination of the contract.

If DFCS terminates the contract for convenience, DFCS is liable only for payment in accordance with the payment provisions of this contract for goods or services provided before the effective date of termination.

Effect of Termination

Upon termination by DFCS, the Contractor shall:

- Stop work as directed by DFCS. Place no further orders or requests of subcontractors, if any, for goods or services;
- Take actions necessary, or that DFCS may direct, for the protection and preservation of the goods or services;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the termination notice;
- Deliver or otherwise make available to DFCS all data, reports, estimates, confidential information, summaries and such other information and materials, as may have been accumulated by the Contractor in performing the contract, whether completed or in process.

END OF APPENDIX C SCOPE OF WORK

APPENDIX D COMPENSATION

The Contractor will be compensated for goods or services rendered to the State of Alaska, Department of Family and Community Services (DFCS) in accordance with the contract terms and conditions, and as follows:

1. Unless otherwise stated in this contract, price adjustments will not be allowed during the renewal process. The price for this contract will remain firm and not fluctuate for the entire term of the contract, to include any and all renewals or extensions. Any request for an adjustment to the time, scope, or cost of the contract that will impact the pricing will only be considered at the Contractor’s written request based on justification through sufficient supporting documentation and is subject to approval based upon legislative or department appropriations.
2. The period of performance for the initial contract term shall begin on the Service Commencement Date of March 1, 2024 and expire on June 30, 2024
3. This contract includes the following renewal options, to be exercised solely at the discretion of the State.

Renewal Option #1	July 1, 2024	through	June 30, 2025
Renewal Option #2	July 1, 2025	through	June 30, 2026
Renewal Option #3	July 1, 2026	through	June 30, 2027

The State will not be responsible for payment of goods or services rendered outside the valid term of this contract, there will be no exceptions.

4. If a renewal option is not exercised by DFCS, the contract shall be considered expired on the expiration date noted above and does not require notification of such by DFCS. All exercised renewal options shall be executed via written amendment to the contract. DFCS may enter into a month-to-month holdover extension, prior to the expiration of the current contract term. All exercised month-to-month holdover extensions shall be executed via written amendment to the contract. DFCS will provide the Contractor written notice 30 calendar days prior to cancellation of any month-to-month holdover extension. The total cumulative dollar amount of each month-to-month holdover extension shall not exceed the unanticipated amendment limitations stated in Alaska Administrative Manual 81.700. All other terms and conditions specified by the contract shall remain the same during any month-to-month holdover extension period.

5. The compensation for the entire duration of the contract, including all renewal option periods, shall not exceed **\$400,000**. The compensation for the initial contract term and each renewal option year shall not exceed the dollar amounts identified below:

Initial Contract Term = \$100,000

Renewal Option #1 = \$100,000

Renewal Option #2 = \$100,000

Renewal Option #3 = \$ 100,000

The price for goods or services shall be based on the Contractor's quote, bid dated [enter date].

6. The Contractor shall submit a properly documented invoice monthly to DFCS. Payment to the Contractor is contingent upon the Contractor delivering a properly documented invoice, no later than 30 days after the completion of a deliverable, to DFCS and after DFCS confirms receipt of goods or services. DFCS retains the right to request additional justification and/or documentation as it deems necessary to ensure appropriate payment of the invoice.

Every invoice shall include the following information:

- Contract number: CT 240000481 API Patient Clothing & Linens
- Identification of the billing period;
- An itemized listing of deliverables and charges for the invoiced period;
- Total amount billed;
- Date invoice was submitted for payment;
- Entity name, contact information, and Alaska vendor number.

Contractor shall send invoices to: fcs.invoicing@alaska.gov and to fcs.api.contracts@alaska.gov

Questions concerning payment must be addressed to the DFCS project manager Kristen Hillstrom.

7. Final invoices must be received by DFCS no later than 30 days following the termination or expiration date of the contract.

8. The State is not responsible for and will not pay federal, state, or local taxes. All costs associated with the contract must be stated in U.S. currency.

9. The State is a government entity and it is understood and agreed that the State's payments herein provided for may be paid from Alaska State Legislative appropriations; and approval or continuation of a contract is contingent upon Legislative appropriation. The State reserves the right to terminate the contract in whole or part if, in its sole judgment, the Legislature of the State of Alaska fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments; or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available. Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability; or for general, special, incidental, consequential, or other damages resulting therefrom.

END OF APPENDIX D COMPENSATION