

# STATE OF ALASKA

## 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. Contract #

2. Contract Title

3. VSS Vendor #

4. IRIS Transaction ID #

5. AK Business License #

**This contract is between the State of Alaska,**

6. Department of

7. Division

hereafter the State, and

8. Contractor

hereafter the Contractor

9. Mailing Address: Street or P.O. Box

City

State

Zip Code+4

Point of Contact

Email Address

**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), Items 1 through 20, govern contract performance.

2.2: Appendix B sets forth the indemnification 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 on \_\_\_\_\_ and ends on \_\_\_\_\_. There are \_\_\_\_\_ renewal options available under this contract to be exercised solely by the state.

### **ARTICLE 4. Consideration:**

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

Attn

Division of

Mailing Address: Street of P.O. Box

City

State

Zip Code+4

Point of Contact

Email Address

12

## CONTRACTOR

Name of Firm

Signature of Authorized Representative

Printed Name of Authorized Rep.

Title

Date

## CONTRACTING AGENCY

13 Department

Division

Signature of Head of Contracting Agency or Designee

Signature of Procurement Officer

Printed Name

Printed Name of Procurement Officer

Title

Title

Date

Date

**NOTICE!** This contract has no effect until signed by the head of the contracting agency, procurement officer or designee.

## **APPENDIX A GENERAL CONDITIONS**

### **1. Inspections and Reports:**

The department may inspect, in the manner and at reasonable times it considers appropriate, all 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. Contract Disclosure:**

Except as otherwise protected by law, this contract and any amendment is a public record subject to disclosure under, for example, the Alaska Public Records Act. The contractor does not assert that any information in the contract is protected under federal or State of Alaska law.

### **7. 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.

### **8. 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.

### **9. 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.

### **10. 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.

### **11. Conflicting Provisions:**

Unless specifically amended and approved by the State of Alaska, 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.

### **12. Officials Not to Benefit:**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

### **13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. Termination.**

- a. The Procurement Officer, 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 the 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.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

**20. 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 B<sup>1</sup> 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 [enter a general description of the goods or services to be provided and any general requirements that apply].

The State of Alaska, Department of Administration (DOA), Division of XXXXX will use these [select “goods” or “services”] to accomplish the following: [enter a general description of what the goods or services will accomplish].

#### **2. Order of Precedence**

The terms and conditions of [ITB, solicitation #, and solicitation title], Appendices, and Amendments are made part of this contract. The order of precedence for the contract between DOA and the Contractor 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 bid 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 the delivery and completion dates as outlined in [ITB, solicitation #, and solicitation title], Appendices, and Amendments.

The Contractor shall perform the tasks, services, and deliverables set forth within this Scope of Work to DOA’s satisfaction. The Contractor shall be responsible for all communications regarding the progress of performance of the contract and shall discuss with DOA 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.

During the performance of the contract if it is determined that the original work to be completed becomes more involved than anticipated and if it is within the approved or not in the approved scope of work, DOA may adjust the time, scope, or cost of the contract with an approved Unanticipated Amendment Exception

(UAE) RAP. This must be agreed upon between DOA and the Contractor through a written amendment and must be conducted within the life of the contract.

#### DOA Project Manager

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

Attn: [enter name & title]

[enter address]

[enter city], Alaska [enter zip code]

Phone: [enter phone #]

E-mail: [enter e-mail]

#### **4. Remedial Action**

In addition to any remedies available to DOA under law or equity, DOA 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:

- DOA 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 DOA 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 bid that proves to be untrue or materially misleading.
- Any default or non-compliance as otherwise specified in the contract.

DOA may terminate the contract if DOA provides the Contractor written notice of default and the Contractor has failed to cure the default within 30 calendar days. If DOA terminates the contract for default, DOA 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

DOA 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 DOA terminates the contract for convenience, DOA 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 DOA, the Contractor shall:

- Stop work as directed by DOA. Place no further orders or requests of subcontractors, if any, for goods or services;
- Take actions necessary, or that DOA 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 DOA 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 Administration (DOA) 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 [enter begin date] and expire on [enter end date].
3. This contract includes the following renewal options, to be exercised solely at the discretion of the State.

Renewal Option #1	[enter begin date]	through	[enter end date]
Renewal Option #2	[enter begin date]	through	[enter end date]
Renewal Option #3	[enter begin date]	through	[enter end date]

(add/delete renewal option years as necessary)

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 DOA, the contract shall be considered expired on the expiration date noted above and does not require notification of such by DOA. All exercised renewal options shall be executed via written amendment to the contract. DOA 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. DOA 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 \$[enter amount]. The compensation for the initial contract term and each renewal option year shall not exceed the dollar amounts identified below:

Initial Contract Term = \$[enter amount]

Renewal Option #1 = \$[enter amount]

Renewal Option #2 = \$[enter amount]

Renewal Option #3 = \$[enter amount]

(add/delete renewal option years as necessary)

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

6. The Contractor shall submit a properly documented invoice monthly to DOA. 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 DOA and after DOA confirms receipt of goods or services. DOA 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 and title [enter solicitation title];
- 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:

Attn: [enter name & title]  
[enter address]  
[enter city], Alaska [enter zip code]  
Phone: [enter phone #]  
E-mail: [enter e-mail]

Questions concerning payment must be addressed to the DOA point of contact identified above.

7. Final invoices must be received by DOA 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 local, State, or Federal 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**