

STATE OF ALASKA									
STANDARD AGREEMENT FORM					PROFESSIONAL SERVICES				
The parties' contract comprises this Standard Agreement Form as well as its referenced Articles and their associated Appendices									
1.Agency 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				
8.Contractor							hereafter the Contractor		
9.Mailing Address: Street or P.O. Box									
City					State				Zip Code+4
Point of Contact				Phone				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 17, 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				
14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entities or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove, or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-820. Other disciplinary action may be taken up to and including dismissal.									
13									
CONTRACTING AGENCY									
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 PROVISIONS**

Article 1. Definitions.

1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.

1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.

2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

3.1 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 – 632.

Article 4. Equal Employment Opportunity.

4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.

4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

5.1 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 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.

5.2 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.

Article 6. No Assignment or Delegation.

6.1 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 Project Director and the Agency Head.

Article 7. No Additional Work or Material.

7.1 No claim for additional 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 Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

8.1 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.

Article 9. Payment of Taxes.

9.1 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.

Article 10. Ownership of Documents.

10.1 All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws.

10.2 Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void.

10.3 The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection.

11.1 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.

Article 12. Conflicting Provisions.

12.1 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).

12.2 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) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

14.1 The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business.

14.2 For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

15.1 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.

Article 16. Force Majeure.

16.1 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.

16.2 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.

Article 17. Disclosure of Contract Contents.

17.1 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.

APPENDIX B² 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.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

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 Personnel (DOP), will use these 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 [IRFP 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 Agreement Form for Professional Services and Appendices.
3. The Contractor's proposal.

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 proposal 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 proposal 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 [IRFP 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 proposal 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]

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 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