

STANDARD CONTRACT FORM
Goods and Non-Professional Services

1. Agency Contract Number RFQ 14-049T	2. Contract Title Courier Service	3. Financial Coding	4. Agency Assigned Encumbrance Number	
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number 722382		
This contract is between the State of Alaska,				
8. Department of Revenue		Division Treasury	hereafter the State, and	
9. Contractor Bootlegger hereafter the Contractor				
Mailing Address 6743 Gray Street	Street or P.O. Box	City Juneau	State Alaska	ZIP+4 99801

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 A¹ (General Conditions), Items 1 through 17, govern contract performance.

2.2 Appendix B¹ 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.

2.4 Appendix D sets forth the terms of payment for services.

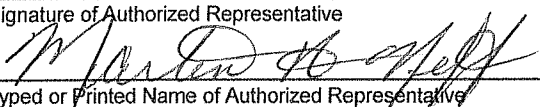
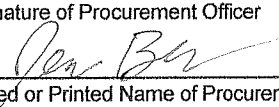
ARTICLE 3. Period of Performance: The period of performance for this contract begins January 2nd, 2014, and ends December 31st, 2014, with three (3) one-year renewal options.

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 \$35,000 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 the address specified in Appendix D.

11. Department of Revenue	Attention: Division of Treasury, Cash Management
Mailing Address PO Box 110406 Juneau, Alaska 99811-0406	Attention: Jesse Blackwell

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm Bootlegger	Department/Division Department of Revenue, Treasury Division
Signature of Authorized Representative 	Signature of Procurement Officer 
Typed or Printed Name of Authorized Representative Martin Neff <i>MARTIN A NEFF</i>	Typed or Printed Name of Procurement Officer Jesse Blackwell
Date <i>12-31-13</i>	Date <i>12-31-13</i>

APPENDIX A¹

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:**

Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.
- 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, license, permits and bonds.
- 10. Conflicting Provisions:**

Unless specifically amended and approved by the Department of Law the General Conditions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, 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:**

(Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its 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 contractor. 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 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.

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, nonrenewal, 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 occurrence.

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 occurrence.

APPENDIX C

SCOPE OF WORK

Bootlegger (“Contractor”) shall provide courier services as described in the State of Alaska (“State”) Request for Quotation (RFQ) and Contractor’s bid. At the specific direction of the Cash Management Section of the Treasury Division, the Contractor will provide services that include, but are not limited to the following:

Daily Deposit Process

Contractor will pick up a bank deposit at two downtown Juneau locations and deliver to KeyBank downtown branch. One pick up location will be State of Alaska Department of Revenue, Treasury Division, Cash Management Section on the 11th floor of the State Office Building located at 333 Willoughby Avenue Juneau, Alaska 99801. Deposits at this location will be picked up every weekday (Monday through Friday) between 3:20 PM and 3:40 PM, except for the holidays listed below. The second pick up location will be State of Alaska Department of Revenue, Child Support Services Division on the first floor of the Court Plaza Building located at 240 Main Street Juneau, Alaska 99801. Deposits at this location will need to be picked up, on an as needed basis, weekdays (Monday through Friday) between 3:20 PM and 3:40 PM. On average, there will be 12 deposits per month from this location. Child Support Services will notify the contractor via telephone call to 907-957-0204 by 2:00 PM on days when it will need a pick up. Deposits must be delivered to the downtown KeyBank branch located at 234 Seward Street Juneau, Alaska 99801 by 3:45 PM the same day as pickup.

All deposits will be provided to the contractor in tamper evident security deposit bags that have a control number. Upon pickup, the contractor must fill out a log file indicating time, date, and control number on the deposit bag being picked up. The contractor may be required to fill out a similar log when dropping the deposit bag off at KeyBank.

State offices are closed on all Federal banking holidays each year, plus two additional State-only holidays listed below, and will not require a pick up on these days:

New Year’s Day, January 1st
Martin Luther King Jr. Day, Third Monday in January
President’s Day, Third Monday in February
Seward’s Day, Last Monday in March
Memorial Day, Last Monday in May
Independence Day, July 4th
Labor Day, First Monday in September
Columbus Day, Second Monday in October
Alaska Day, October 18th
Veteran’s Day, November 11th
Thanksgiving, Fourth Thursday in November
Christmas, December 25th

The KeyBank Downtown Branch closes early one day a year, typically on or around the third Tuesday in May. On this day the contractor will need to deliver the deposit(s) to the Mendenhall Valley KeyBank branch located at 8800 Glacier Highway Suite 101 Juneau, Alaska 99801.

Confidentiality

All information each party receives from or respecting the other in the performance of this agreement shall be received in confidence and shall not be disclosed to any other person except as such disclosure may be required by law or expressly permitted in writing by the other party.

Termination

The Project Director or Contractor, by 30 days' written notice to the other party, may terminate this contract, in whole or part. 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. In the event that the 30-day notice period does not afford the State sufficient time to transition the services provided under this Agreement to another contractor, Contractor shall continue to provide the services after expiration of the 30-day period on a month to month basis applying the same terms and conditions until the transition to a new contractor is completed.

APPENDIX D

PAYMENT FOR SERVICES

In accordance with the bid submitted by the contractor, this service will be billed at a rate of \$20.00 per pickup per location. Because the pickup at the second location (Child Support Services Division) is only on an as needed basis, the contractor must only charge for days on which a deposit is actually picked up at that location.

Monthly invoices for this service shall be emailed by the 15th day of each month to the following addresses and will be paid directly by KeyBank.

Send Monthly Invoices to:

Melissa Greenough (melissa.greenough@key.com)

CC: Kim Monson (kim.monson@key.com)

CC: Cash Management (dor.trs.cashmgmt@alaska.gov)