

PROFESSIONAL SERVICES CONTRACT BETWEEN

**STATE OF ALASKA
ALASKA STATE LEGISLATURE
LEGISLATIVE BUDGET & AUDIT COMMITTEE**
120 4th Street, State Capitol, Rm 24
Juneau, AK 99801-1182

AND

Public Procurement Solutions
3718 El Camino Street
Juneau, AK 99801-8844

CONTRACT NOT TO EXCEED \$40,000 USD
(including reimbursement for expenses)

The parties to this Contract are the State of Alaska, Alaska State Legislature, Legislative Budget & Audit Committee, whose address is 120 4th Street, State Capitol, Room 24, Juneau, AK 99801-1182, hereinafter referred to as the "Committee," and Public Procurement Solutions, whose address is 3718 El Camino Street Juneau, AK 99801-8844, hereinafter referred to as the "Contractor."

THE PURPOSE OF THIS CONTRACT is to assist the Alaska State Legislature, Legislative Budget and Audit Committee (LB&A), with procurement processes and contracting.

IT IS THEREFORE MUTUALLY AGREED THAT:

CLAUSE I - STATEMENT OF SCOPE OF WORK

Responsibilities and Deliverables

The Contractor shall act as a Procurement Project Manager, working in collaboration with the Project Director to;

- Consult with the Project Director to obtain the necessary information to draft solicitation and contract documents.
- Prepare requests for proposals and other solicitations for issuance, including, but not limited to, drafting technical specifications, cost proposal sheets, and evaluation documents.
- Prepare amendments to solicitations for issuance, as needed.

- Assist with leading pre-proposal conferences.
- Analyze received proposals for responsiveness after close of solicitation and be present during or assist with clarification with offerors, if needed.
- Manage protests, if received, to ensure all requirements under Alaska Legislative Procurement Procedures sections 230-370 are met, including, but not limited to, drafting responses to protests and appeals.
- Assist with leading Proposal Evaluation Committee (PEC) meetings, including, but not limited to, coordinating PEC meetings and guiding PEC members on the selection process.
- Maintain accurate records and documentations of solicitations, responses, contract awards, and correspondence received as directed by the Project Director.
- Assist in the procurement of and contracting for products or services exempt from the Alaska Legislative Procurement Procedures, as directed by the Project Director.
- Assist in preparing contracts and contract amendments.
- Be available during weekday hours from 8:00 AM to 5:00 PM and weekends when needed with the exception of the following periods:
 - November 25 - December 2, 2023
 - January 19 - January 28, 2024
 - February 27 - March 5, 2024
 - March 19 - March 24, 2024

CLAUSE II - PERIOD AND DATES OF PERFORMANCE

- (A) This Contract begins when the Certifying Authority signs the Contract and terminates June 30, 2024. This Contract may be extended prior to the expiration of this Contract for one 6-month period with the written agreement of both parties to this Contract.
- (B) Upon delivery of written notice to the Contractor, this Contract may be terminated by the Project Director or the Committee Chair with or without cause. To terminate, notice shall be provided by e-mail or delivery of a hard copy notice to the Contractor, whichever method is selected in the sole discretion of the Committee Chair or Project Director. If this Contract is so terminated and the termination is not based on a breach by the Contractor, the Committee shall compensate the Contractor for services provided under the terms of this Contract up to the date the termination notice is delivered, provided the Contractor provides the Committee with a statement in writing containing a description of the services provided prior to Contract termination, detailed time records that include the items required for time records by Clause XIII (Records; Audits) of this Contract for the services provided prior to Contract termination, and a copy of all documents, reports, material, and other items required to be delivered to the Project Director by Clause XIV (Ownership) of this Contract.

CLAUSE III - COMPENSATION

- (A) The key individual to perform the scope of work is Linda Louise Peters. The Contractor shall perform the work specified by this Contract at the hourly rate specified below:

Name	Hourly Rate
Linda Louise Peters	\$65

Any changes to the persons assigned to this Contract, and hourly rates, must be approved by the Project Director before beginning work under this Contract.

- (B) The hourly rate under (A) of this Clause III is payment for all expenses, except travel expenses, that are incurred by the Contractor in the performance of this Contract. The Contractor will be reimbursed for reasonable travel expenses that are supported by receipts and that are approved by the Project Director. If approved, transportation expenses will be reimbursed at the following rates: airfare at coach rate, baggage and taxi/ride sharing costs at actual rates. The Contractor shall be reimbursed for meals at the federal per diem rate. The Contractor will not be paid for time spent traveling, unless a description of the work to be done while traveling has been provided in writing and approved in advance in writing by the Project Director. The Contractor will then be paid at the hourly rate in (A) of this Clause III for work done while traveling.
- (C) Payment shall be based on billings provided by the Contractor that include the items required for time records by Clause XIII (Records; Audit) of this Contract.
- (D) The Project Director must approve a billing before it may be paid.
- (E) If a payment is not made within 90 days after the Committee has received a billing, the Committee shall pay interest on the unpaid balance of the billing at the rate of 1.5 percent per month from, and including, the 91st day through the date payment is made. A payment is considered made on the date it is mailed or personally delivered to the Contractor.
- (F) Total payments under this Contract, including reimbursement for all expenses, may not exceed Forty Thousand and No/100 United States Dollars (\$40,000.00).

CLAUSE IV - EXPENSES AND DUPLICATION

- (A) Except as may be otherwise provided by Clause III (Compensation) of this Contract, the office space, equipment, supplies, clerical support, and other expenses that are necessary for the Contractor to carry out the Contractor's obligations under this Contract shall be supplied and paid for by the Contractor at no cost to the Committee.
- (B) Duplicates of any material or other item produced under this Contract may be produced by the Committee; the office space, equipment, supplies, clerical

support, and other expenses required for the duplication shall be supplied by the Committee.

CLAUSE V – ASSIGNMENT OR TRANSFER

Assignment or transfer of the Contract is subject to the approval of the Committee Chair.

CLAUSE VI – INSURANCE

- (A) If the Contractor has one or more employees, the Contractor shall, in accordance with AS 23.30.045(d), provide and maintain workers' compensation insurance. The Contractor shall require any subcontractor to provide and maintain workers' compensation insurance for the subcontractor's employees.
- (B) Contractor shall provide and maintain commercial general liability insurance covering all business premises and operations used by the Contractor in performance of services under this agreement. The policy must have minimum coverage limits of \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable; unless waived by the Committee, the insurance policy shall name the Committee as an additional insured.
- (C) Contractor shall provide and maintain sufficient professional liability insurance covering all errors, omissions, or negligent acts in the performance of professional services under this Contract.
- (D) Contractor shall provide the Committee, upon request, with written proof of the coverage required by this Clause VI.

CLAUSE VII – FEDERAL AND STATE LAWS

In addition to the other requirements of this Contract, the Contractor must comply with all applicable Federal and State labor, wage/hour, safety, and other laws which have a bearing on the Contract, and must have all licenses and permits required by the Federal government, the State of Alaska, and the applicable municipalities for performance of the Contract, including, but not limited to, a valid Alaska business license and any necessary applicable professional licenses. The Contractor shall pay all fees associated with the licenses and permits required for performance of the Contract. The Contractor shall pay all Federal, State, and local taxes incurred by the Contractor, in the performance of the Contract. Verification of the Contractor's certification that taxes have been paid may be required before final payment by the Committee.

CLAUSE VIII – HUMAN TRAFFICKING

By the Contractor's signature on this Contract, the Contractor certifies that the Contractor is not headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report, and that, if this changes, the

Contractor will submit a certified copy of the Contractor's policy against human trafficking to the Committee.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>.

CLAUSE IX – VENUE

If the parties to this Contract find it necessary to litigate the terms of the Contract, venue shall be State of Alaska, First Judicial District, at Juneau, and the Contract shall be interpreted according to the laws of Alaska.

CLAUSE X – BINDING ON SUCCESSORS

Subject to Clause V (Assignment or Transfer) of this Contract, this Contract and all the covenants, provisions, and conditions contained in the Contract shall inure to the benefit of and be binding upon the successors and assigns of the Contractor and the Committee.

CLAUSE XI – INDEMNIFICATION

The Contractor shall indemnify, save harmless, and defend the Committee, the Alaska State Legislature, and the Legislature's and Committee's officers, agents, and employees from liability for any claim, including, but not limited to, any damages, costs, and attorney fees arising from the claim, arising from Contractor's negligence or intentional misconduct in the performance of Contractor's obligations under this Contract.

CLAUSE XII – COVERAGE UNDER THE ETHICS LAW

Certain provisions of the Legislative Ethics Act (AS 24.60) apply to legislative contractors and legislative independent contractors. It is the responsibility of the Contractor to review AS 24.60 and determine whether it is and remains in compliance with AS 24.60 for the duration of this Contract.

CLAUSE XIII – RECORDS; AUDIT

In addition to any other records required by this Contract, the Contractor shall accurately maintain detailed time records that state the date of the work, break down the time by number of hours worked each day, and describe in detail the work done during the billing period. The Contractor shall also keep any other records that are required by the Project Director. The records required by this Contract are subject to inspection by the Committee or the Project Director at all reasonable times.

CLAUSE XIV – OWNERSHIP

All documents, reports, material, and other items generated as a consequence of work done under this Contract are the property of the Committee. To the extent the Contractor has any interest in the copyright for these items under the copyright laws of the United States, the Contractor transfers, by this Contract, any and all interest the Contractor has in the copyright for these items to the Committee, and the Committee will be the owner of the copyright for these items. Upon completion of the work or termination of this Contract, the Contractor shall deliver all items generated as a consequence of work done under this Contract to the Project Director.

CLAUSE XV - PROJECT DIRECTOR

The Project Director is Lauren Hughes. The Project Director is authorized to oversee and direct the activities of the Contractor under this Contract. The Committee Chair may replace the Project Director at any time by providing notice of the replacement to the Contractor.

CLAUSE XVI - AUTHORIZATION; CERTIFICATION

Execution of this Contract by the Committee Chair and signing of the Contract by the Certifying Authority hereby constitutes a certification that funds are available in an appropriation to pay for work performed under this Contract through June 30, 2024.

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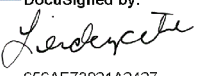
CLAUSE XVII - MODIFICATION AND PREVIOUS AGREEMENTS

This Contract contains all terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties to this Contract. This Contract may not be modified unless in writing and signed by the parties to this Contract.


IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below:

CONTRACTOR:
Public Procurement Solutions

COMMITTEE:
STATE OF ALASKA
LEGISLATIVE BUDGET & AUDIT COMMITTEE

DocuSigned by:

656AE73921A2427... 11/30/2023

Linda Louise Peters Date
Principal
Alaska Business License # 2187832



Rep. Ben Carpenter, Chair Date
Legislative Budget & Audit Committee
Procurement Officer

CERTIFYING AUTHORITY:

APPROVED AS TO FORM:

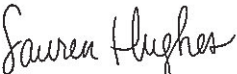


Kris Curtis Date
Legislative Auditor



Legal Counsel Date

ACCEPTED:



Lauren Hughes Date
Project Director