



STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION
DIVISION OF GENERAL SERVICES
333 WILLOUGBY AVE., 7TH FLOOR
JUNEAU, AK 99801

REQUEST FOR PROPOSALS

RFP No.: 2016-0200-3405

DATE OF ISSUE: APRIL 15, 2016

TITLE AND PURPOSE OF RFP:

ALASKA LAND MOBILE RADIO (ALMR) SYSTEM MANAGEMENT SERVICES

Important Notice: If you received this solicitation from the State of Alaska's Online Public Notice website, you must register with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

Emmanuel Feliciano

Procurement Officer

Department of Administration

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TABLE OF CONTENTS

SECTION 1:	PROJECT SUMMARY	3
SECTION 2:	INSTRUCTIONS TO OFFERORS	4
SECTION 3:	SUBMISSION OF THE PROPOSAL	6
SECTION 4:	PROPOSAL REQUIREMENTS AND FORMAT	7
SECTION 5:	EVALUATION PROCESS.....	12
SECTION 6:	CLARIFICATION PERIOD	15
SECTION 7:	INTENT TO AWARD AND POST-AWARD METRICS.....	18
SECTION 8:	ADDITIONAL CONDITIONS AND REQUIREMENTS	19
SECTION 9:	APPENDICES.....	31
	APPENDIX A ALMR PROJECT	32
	APPENDIX B CURRENT CONDITIONS	43
SECTION 10:	ATTACHMENTS	45
	ATTACHMENT A PROPOSAL COVER SHEET	46
	ATTACHMENT B PROPOSAL COVER SHEET	47
	ATTACHMENT C SERVICE PLAN	50
	ATTACHMENT D RISK ASSESSTMENT PLAN	56
	ATTACHMENT E VALUE ASSESSTMENT PLAN	60
	ATTACHMENT F REFERENCE LIST.....	62
	ATTACHMENT G PAST PERFORMANCE INFORMATION	64
	ATTACHMENT H PAST PERFORMANCE RATING.....	65
	ATTACHMENT I COST PROPOSAL FORM.....	67
	ATTACHMENT J STANDARD AGREEMENT FORM / APPENDIX A.....	68
	ATTACHMENT K APPENDIX B FOR INDEMNITY AND INSURANCE	71

SECTION 1: PROJECT SUMMARY

1.1 PROJECT OVERVIEW

The State of Alaska (“the State”), on behalf of the Department of Administration and the Alaska Land Mobile Radio (“ALMR”) Cooperative, is requesting proposals from qualified firms to provide infrastructure operation and maintenance for the ALMR communications system. The ALMR Cooperative infrastructure owners are the State and the Department of Defense (“DOD”). The State will only consider proposals from financially responsible firms presently engaged in the business of land mobile radio (“LMR”) systems management services. Each Offeror must furnish the required documents in the required format as outlined in this RFP in order to be considered responsive.

The State expects to award the contract to the best-valued Offeror based on the requirements in this solicitation. The Offeror selected for award will be the Offeror whose proposal is responsive, responsible, and is the most advantageous to the parties, as determined by the State in its sole discretion.

1.2 PROJECT DETAILS AND DESIRED OUTCOMES

The primary goals of this service are to provide the State and DOD with LMR system management and maintenance for the LMR infrastructure located in 82 sites, master sites and ancillary equipment at dispatch centers throughout Alaska. Please review all Exhibits for additional State requirements with regards to this service.

1.3 PROJECT TERM

The length of this contract will be for an initial term of two (2) years, with eight (8) one-year optional renewal periods that may be exercised at the sole discretion of the State and DOD.

During the initial term, the State of Alaska, Department of Administration and the ALMR Cooperative will research alternate solutions and may issue a Request For Information (RFI) to gather information on alternate delivery solutions.

1.4 PROJECT BUDGET

The projected budget for maintenance, management and miscellaneous support services of ALMR system that are on active status (“on”) is expected to be between \$2,200,000 to \$3,200,000 per year and is subject to Alaska legislative appropriation and Congressional approval. An Offeror’s proposal that exceed \$32,000,000 for the 10 year term of these services will be considered non-responsive and proposal will be rejected.

Currently, there’s no budget for maintenance services of ALMR Sites that are on optional status (“option”). However, Offerors are expected to provide pricing for servicing these sites. The State may or may not exercise the use of these services during the term of the resulting contract. Funds for services on these sites are also subject to Alaska legislative appropriation and Congressional approval.

1.5 CURRENT CONDITIONS

Best efforts have been made to obtain accurate, detailed information on the current LMR infrastructure conditions at both the State and DOD as shown in the Exhibits and contract documents/drawings. However, Offerors should not assume this information is 100% complete or accurate. Offerors are strongly encouraged to verify all information and to ask questions for additional details.

SECTION 2: INSTRUCTIONS TO OFFERORS

2.1 PROCUREMENT OFFICER

The State has designated a representative (listed below) who is responsible for the conduct of this procurement. All inquiries, concerns, questions, or clarifications regarding this procurement must be submitted to the individual via fax or email (no phone calls). Offerors shall not contact any other State employees.

Contact: Emmanuel Feliciano
Contracting Officer
Department of Administration

Email: emmanuel.feliciano@alaska.gov

Address: PO Box 110210
Juneau, AK 99811-0210

State Office Building
333 Willoughby Ave, 7th Floor
Juneau, AK 99801

2.2 REQUIRED REVIEW

Offerors should carefully review the Request For Proposal (RFP) document, including all of the attachments, exhibits, and addendum for defects and questionable or objectionable material. If discrepancies, inconsistencies, or omissions are found, the Offeror shall immediately notify the Procurement Officer noted in 2.1 and it must be made in writing at least 10 days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the time set for opening.

2.3 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS

All questions must be in writing and directed to the issuing office, addressed to the Procurement Officer. E-mail is preferred. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision. Offerors should not rely upon any Statements made by any person other than the Procurement Officer noted in 2.1.

2.4 PROCUREMENT SCHEDULE

The State will make every effort to adhere to the schedule below. However, the State reserves the right to modify these activities, place, and dates at any time.

No	Activity	Date
1	RFP Issued & Educational Meeting (Anchorage, AK)	4/15/2016
2	Pre-Proposal Meeting (Juneau, AK)	4/26/2016
3	Deadline for Written and Questions	4/29/2016
4	Proposals Due	5/25/2016 6/10/2016
5	Evaluations Due	5/27/2016 6/13/2016
6	Shortlisting	5/27/2016 6/14/2016
7	Interviews (Anchorage, AK)	6/1/2016 – 6/3/2016 6/20/2016 – 6/21/2016
8	Identify potential Best Value proposer	6/3/2016 6/21/2016
9	Invitation to Clarification Period (Phase 2)	6/3/2016 6/24/2016
10	Clarification Period Summary Meeting (Anchorage,	7/4/2016 7/22/2016
11	Issued Notice of Intent to Award	7/7/2016 7/26/2016
12	Anticipated Contract Award	7/17/2016 8/5/2016

2.5 PRE-PROPOSAL CONFERENCE

A pre-proposal conference to review the RFP will be held to provide an overview of the project and answer any questions. Attendance at this conference is not mandatory, but is highly recommended. Questions and answers will be transcribed and posted as an amendment to the RFP on the State's Online Public Notice website:

Date | Time: ~~April 26, 2016 @ 10:30 A.M. (Alaska Time)~~
~~April 27, 2016 @ 10:30 A.M. (Alaska Time)~~

Location: Division of Enterprise Technology Services
333 Willoughby Ave., 5th Floor,
Juneau, AK 99801

[If interested Offerors are unable to attend in person, please use the teleconference number for the meeting.](#)

[Teleconference #1-800-315-6338 Access Code #60615](#)

2.6 ADDENDA

The State may make changes to the RFP and/or provide clarification to information stated within the RFP by way of issuance of written addenda. All addenda issued prior to the proposal due date will become part of this RFP and will be deemed to have been considered by the Offeror in its proposal. It is the responsibility of the potential Offeror to ensure all addenda were received.

SECTION 3: SUBMISSION OF THE PROPOSAL

3.1 DATE, TIME, AND LOCATION

All proposal packages MUST be received no later than 4:30 P.M. (Alaska Time) on ~~Wednesday May 11, 2016~~ Wednesday May 25, 2016. Proposals received after this deadline will NOT be accepted. The proposal package must be delivered to the State Procurement Officer (Section 2.1).

Important Notice: There is no overnight express mail delivery to Juneau, Alaska. All expedite mail services may take at least two nights. The State is not responsible for the timeliness of mailed documents, nor will the State accept any proposal delivered to a different location.

3.2 FORMAT

All proposals must be printed on standard 8½ x 11 papers. Offerors must use the templates provided in the required Attachments. Proposal documents should be stapled together. Do not bind the documents in any other way.

3.3 NUMBER OF RESPONSES

Each Offeror shall submit one (1) original hardcopy of ALL attachments in a sealed package. The original hardcopy of Attachment I – Cost Proposal can be included with the package but must be submitted in a separate sealed envelope and clearly identified.

Also, one (1) electronic copy of the entire proposal must be submitted in PDF format on a thumb drive or burned CD. Proposals submitted by facsimile or email will not be accepted.

3.4 PROPOSAL PACKAGE CONTENTS AND REQUIREMENTS

The proposal package submitted by the Offeror should be marked with reference to this RFP (RFP Number and Name). The package must be sealed and contain the information below. Any proposal that does not adhere to the requirements in this RFP will be deemed non responsive and rejected.

- Attachment A – Proposal Cover Sheet
- Attachment B – Proposal Form
- Attachment C*– Service Plan
- Attachment D*– Risk Assessment Plan
- Attachment E* – Value Assessment Plan
- Attachment F – Reference List
- Attachment G – Survey Questionnaires
- Attachment H – Past Performance Information Scores
- Attachment I – Cost Proposal Form (in a separate, sealed envelope)

** Indicates that the entire Attachment must be anonymous. These Attachments must NOT contain any names (company, personnel, project, product, etc.) that can be used to identify the Offeror*

SECTION 4: PROPOSAL REQUIREMENTS AND FORMAT

4.1 OVERVIEW

This contract will be awarded on a best-value basis, as outlined in this RFP. The best value process consists of three primary phases: 1) selection, 2) clarification and pre-planning, and 3) post award performance measurement.

Selection (Phase 1): The first stage of the best value process focuses on the Offeror's ability to differentiate itself based upon the ability to identify, prioritize, and minimize risks, add value to the State and show a high level of past performance on behalf of other clients. Instead of focusing on minimum expectations, the State is allowing Offerors to compete based on value and their ability to maximize the State's satisfaction. Consequently, the submitted proposals should be brief, show differentiation, and allow the State to make a decision on which Offeror is the best value Offeror for the State. It is imperative that each Offeror realize that what is written in the proposals and discussed in the interview will become part of the Offeror's final contract.

Clarification and Pre-Planning (Phase 2): The second stage of the best-value process occurs prior to award with the anticipated highest prioritized Offeror. This Offeror will be required to clearly present their plan on how they will complete the project on-time, meet all of the financial commitments, and meet the quality expectations of the State. This period of time is provided to the Offeror to ensure that they have properly addressed and accounted for all aspects of the service in their proposal.

Post Award Performance Metrics (Phase 3): The third stage of the best-value process occurs after award, and requires the awarded Offeror to monitor and track all risks on the project on a weekly basis and to document their performance on a monthly basis.

4.2 ATTACHMENT TEMPLATES

This RFP contains Attachments, which must be used by the Offeror to submit their proposal. An electronic copy of each Attachment is posted online. The Offeror must download, complete, and submit each Attachment as their proposal. Offerors shall NOT re-create these attachments, create their own attachments, or edit the format of the attachments (page sizing, font type, font size, color, etc.) unless permitted to do so. Any proposal that does not adhere to these requirements will be deemed non responsive and rejected.

4.3 PROPOSAL COVER SHEET (ATTACHMENT A)

The Offeror must complete all information requested in Attachment A. This document requests information on the following items:

- Contact information of the Offeror
- Acknowledgement of all addenda
- Identification of Primary Subcontractor and contact information

This document must be manually signed by the person authorized to contractually obligate the Offeror/Organization to the provisions of the RFP. Electronic signatures are not allowed.

4.4 PROPOSAL FORM (ATTACHMENT B)

The Offeror must complete all information requested in Attachment B. This document requests information on the following items:

- Identification of the critical project team, including:
 - ~~Project Manager System Manager~~ – will be the daily single point of contact for the State for this service (the State can contact at any time to resolve any issues and answer any questions) and will be the lead for the execution of this service for the entire duration of the service.
 - ~~Systems Engineer Systems Technologist~~ – ~~will be on the jobsite every day for the entire duration of the service.~~
- ~~These individuals~~ This individual shall be used by the Offeror for the duration of the Contract resulting from this RFP. ~~These individuals CANNOT be removed or replaced, unless requested to do so by the State~~ The State must approve any change to this individual in accordance with Section 8.44—Contract Personnel of the RFP.
- Completion of all certification statements
- Completion of information regarding Alaska preferences

4.5 SERVICE PLAN (ATTACHMENT C)

The Offer shall prepare and submit Attachment C. The purpose of the Service Plan is to demonstrate to the State that the Offeror can visualize what they are going to do before they do it. The Service Plan should be developed around fulfilling the State's requirements within the known project constraints of cost, time, resources, quality, and expectations as described in this RFP. The Service Plan consists of the following sections:

- **Service Approach** – a brief chronological roadmap that describes, in major activities and tasks, how the Offeror will meet the State's expectations as set forth in this RFP. This should be a concise synopsis of your process and approach that will be taken to execute this service.
- **Service Assumptions** – a brief summary of the major assumptions that have been made in preparing the proposal. This should include items/tasks that the Offeror has assumed the State will perform, items/tasks required from the State, and items/tasks that have not been included in the proposal (items that the Offeror feels are outside the scope of work)
- **Roles, Responsibilities, & Expectations** – a brief summary of the expectations and responsibilities that the Offeror has of the State or State personnel.

In order to minimize any bias, the Service Plan MUST NOT contain any names that can be used to identify who the Offeror is (such as company names, personnel names, project names, or product names). A Service Plan template is provided in this document and must be used by all Offerors. Offerors are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.).

The Service Plan must NOT exceed 6 pages (two pages for Service Approach, two pages for Service Assumptions, and two pages for Roles, Responsibilities, & Expectations). Any plan that contains names, or fails to meet all of the formatting requirements mentioned above, may be marked as nonresponsive and eliminated from the evaluation process.

4.6 RISK ASSESSMENT PLAN (ATTACHMENT D)

The Offeror shall prepare and submit Attachment D. The Risk Assessment Plan should address risks that may impact the successful delivery of these services, considering all expectations as described in this RFP. The Offeror should list and prioritize major risk items that are unique and applicable to this project. This includes areas that may cause the project to not be completed on time, generate cost increases or change orders, or may be a

source of dissatisfaction for the owner. The Offeror should rely on and use their past experience and knowledge of completing similar projects to identify these potential risks.

Each risk should be described in non-technical terms and should contain enough information to describe to a reader why the risk is a valid risk. The Offeror must also explain how it will avoid or minimize the risks from occurring. If the Offeror has a unique method to minimize the risk, the Offeror should explain it in non-technical terms. The Risk Assessment plan gives the opportunity for the Offeror to differentiate its capabilities based on its ability to visualize, understand, and minimize risk to the State and the risk to a successful outcome of the service. The Risk Assessment Plan is broken down into two subparts: Assessment of Controllable Risks and Assessment of Non-Controllable Risks.

- **Assessment of Controllable Risks:** This includes risks, activities, or tasks that are controllable by the Offeror, or by entities/individuals that are contracted to by the Offeror. This includes things that are part of the technical scope of what the Offeror is being hired to do. This may also include risks that have already been minimized before the project begins due to the Offeror's expertise (i.e. risks that are no longer risks due to the Offeror's expertise in delivering this type of project). All risks and strategies to mitigate these controllable risks must be included in the Offeror's cost proposal.
- **Assessment of Non-Controllable Risks:** This includes risks, activities, or tasks that are not controllable by the Offeror. This may include risks that are controlled by the State, State's agents or organizations, risks that are caused by outside agencies, or completely uncontrollable risks. Although these risks may not be controlled by the Offeror, the Offeror must identify a strategy that can be followed or used to mitigate these risks. All risks and strategies to mitigate these non-controllable risks must not be included in the Offeror's cost proposal.

In order to minimize any bias, the Risk Assessment Plan MUST NOT contain any names that can be used to identify who the Offeror is (such as company names, personnel names, project names, supplier or manufacturer names, or product names). The Risk Assessment Plan must not identify the Offeror's cost proposal for this service.

A Risk Assessment Plan template is provided in this document and must be used by all the Offerors. Offerors are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.). The Risk Assessment Plan should be brief and concise. The Risk Assessment Plan must NOT exceed 4 pages (front side of page only) (2 pages for the Assessment of Controllable Risks, 2 pages for the Assessment of Non-Controllable Risks). Any plan that contains names, or fails to meet all of the formatting requirements mentioned above, may be marked as nonresponsive and eliminated from the evaluation process. The State also reserves the right, in its sole discretion, to modify a Proposal to remove non-compliant information. The Risk Assessment Plan will become part of the final contract (if Offeror is selected for award).

4.7 VALUE ASSESSMENT PLAN (ATTACHMENT E)

The Offer shall prepare and submit Attachment E. The purpose of the Value Added Plan is to provide Offerors with an opportunity to identify any value added options or ideas that may benefit the State or service. If the Offeror can include more scope or service within the constraints of the State, the Offeror should provide an outline of potential value added options. This may include ideas or suggestions on alternatives in implementation timelines, project scope, project costs, equipment, goals, deliverables, methodologies, etc. Value added ideas must NOT be included in the base cost proposal. Prior to award (during the Clarification Phase), the State will determine if the value added items will be accepted or rejected.

In order to minimize any bias, the Value Assessment Plan MUST NOT contain any names that can be used to identify who the Offeror is (such as company names, personnel names, project names, supplier or manufacturer names, or product names). The Value Assessment Plan must not identify the Offeror's cost proposal for this service.

A Value Assessment Plan template is provided in this document and must be used by all the Offerors. Offerors are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.). The Value Assessment Plan should be brief and concise. The Value Assessment Plan must NOT exceed 2 pages (front side of page only). Any plan that contains names, or fails to meet all of the formatting requirements mentioned above, may be marked as nonresponsive and eliminated from the evaluation process. The State also reserves the right, in its sole discretion, to modify a Proposal to remove non-compliant information.

4.8 PAST PERFORMANCE INFORMATION (ATTACHMENTS F, G, H)

The State will analyze past performance information on each of the entities below:

- The Offeror (Firm listed in Attachment A)
- The Primary Subcontractor (Firm listed in Attachment A)
- The ~~Project Manager-System Manager~~ (Individual that is listed in Attachment B)
- ~~The Systems Engineer-Systems Technologist (Individual that is listed in Attachment B)~~

For each of these entities, the Offeror shall prepare and submit a Reference List, Customer Surveys, and Past Performance Information Scores as outlined below:

Reference List Requirements (Attachment F)

- For each entity, the Offeror must prepare and submit a list of clients that will evaluate each entity's performance.
- The ~~Project Manager-System Manager and the Systems Engineer-Systems Technologist~~ can use the same past references as the Firm, provided that they were used on those particular projects.
- The maximum number of references that can be submitted is 10 for each entity. The number of returned surveys will be analyzed along with the survey scores.
- The past projects must be completed (the client must be able to respond to the survey questions).
- The past projects do not have to be similar to each other or to the scope of this project.
- The entity cannot have multiple people evaluate the same service (each project for that particular entity must be different).
- The end user/client must complete the survey (the Offeror cannot have other consultants or third parties evaluate the entity's performance).
- If the entity would like to use the State as a reference, the State can only be used as one reference maximum.

Survey Questionnaires (Attachment G)

- For each entity, the Offeror must prepare, send out, and collect survey questionnaires to each individual listed on the Reference List.
- The Offeror must modify the return information (located at the bottom of the survey) so that the surveys are returned back to the Offeror.
- All returned surveys MUST be evaluated AND signed by the client. If a survey is not signed, it will NOT be counted or considered.
- The Offeror is responsible for making sure that clients receive the survey, complete the survey, and return the survey.
- Returned surveys must be packaged together and submitted with the Offeror 's proposal

Past Performance Information Score (Attachment H)

- Once the Offeror has collected all of its surveys, the Offeror is required to generate the Past Performance Information score for each entity.
- The Offeror is required to input all of its returned survey scores, and then average all of the responses together to obtain the Offeror's overall rating.
- The Offeror is required to count the total number of returned surveys to obtain the overall number of returned surveys.
- The State may contact the reference to clarify a survey rating, check for accuracy, or to obtain additional information. If the reference cannot be contacted, the survey will be deleted and no credit given for that reference. The State may also adjust scores/ratings if the State determines that the criteria/requirements have not been followed.

4.9 COST PROPOSAL (ATTACHMENT I)

The Offeror shall use and submit the Cost Proposal Form (Attachment I). Offerors must complete all fields of the Attachment I. Offeror's Cost Proposal shall include cost for everything that is deemed necessary to meet the requirements of the services as described in the RFP. This includes, but is not limited to: materials, products, labor, Subcontractors, suppliers, equipment, training, fees, overhead, profits, travel, all taxes and all direct and indirect costs. All fees and hourly rates provided shall remain the same throughout the life of the awarded contract.

System Maintenance Services (Active Sites): Offeror must provide monthly fees that will be charged for maintenance services that will be provided to each site that are on active status ("on") as describe in Appendix A and at the service level set out in Exhibit F of this RFP.

System Maintenance Services (Optional Sites): Offeror must provide monthly fees that will be charged for maintenance services that may be provided to each site that are on optional status ("option") as describe in Appendix A and at the service level set out in Exhibit F of this RFP.

System Management Services: Offeror must provide a fixed monthly cost to be charged for personnel who will provide site management services as describe in Appendix A of this RFP.

Miscellaneous Support Services: Offeror must provide a fixed hourly rate to be charged for personnel that may be required to support the ALMR system in ad-hoc basis.

In addition, Offeror must provide a percentage discount for every Optional Maintenance Services Level of the System Maintenance Service. The percentage discounts will be applied to System Maintenance Services Fees as provided in the Offeror's Cost Proposal. The State and/or DOD reserve the right to adjust the service level at any time throughout the term of the awarded contract, as necessary.

SECTION 5: EVALUATION PROCESS

5.1 OVERVIEW

The State will determine the potential best-valued Offeror who, in the sole judgment of the State, best meets the RFP requirements. The State reserves the right to clarify, negotiate, or seek additional information, on any Proposal. At any point during the procurement, the State reserves the right to re-scope the project, issue a new solicitation, or cancel the RFP altogether. The State reserves the right to add/delete/modify any criteria or requirement in this RFP if the State deems it to be in their best interest (at the State’s sole discretion).

5.2 EVALUATION SUMMARY

Proposals will be prioritized based on the categories described below.

Evaluation Category	Points
Risk Assessment Plan	100
Value Assessment Plan	100
Past Performance Information (Firm, Primary Subcontractor, Project Manager-System Manager-& Systems-EngineerSystems Technologist)	50
Interviews (Project Manager-System Manager-& Systems EngineerSystems Technologist)	250
Alaska Offeror Preference	100
Cost	400

Total 1,000

Note: Only shortlisted Offerors will be evaluated and receive points for Interviews.

5.3 RESPONSIVE AND RESPONSIBLE

The State shall only consider and evaluate proposals from responsive and responsible Offerors.

To be considered responsive, at a minimum, Offerors must complete and submit all of the required information that is requested in this RFP and its Attachments and the Proposal must also be delivered on time and to the correct address as identified in this RFP. Any proposal that is illegible, incomplete, or otherwise irregular in any way will be marked as non-responsive.

To be considered responsible, at a minimum, Offerors must be presently engaged in providing services similar to those required in this RFP, must have appropriate licenses, and must be capable of performing the services required outlined in this RFP. The State, in its sole discretion, may reject any proposal in which the Offeror:

- Has unsatisfactorily performed work for the State (in the State’s opinion)
- Has a current contract with the State which is not in good standing
- Has had a contract terminated by the State for non-performance
- Is engaged in unresolved disputes or is in litigation with the State

- Has been, or is presently debarred, suspended, proposed for debarment, or declared ineligible for award of a contract by any public entity
- Has had judgments rendered against them for fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or tax evasion

The State reserves the right to contact any Offeror to clarify any information in its proposal, to request additional information from the Offeror, or to conduct additional investigation about the Offeror not outlined in this RFP. Offerors that do not, or cannot provide the requested information will be considered nonresponsive.

5.4 EVALUATION COMMITTEE

An Evaluation Committee will be used to evaluate specific portions of all responsive Proposals (including the Risk Assessment Plan, the Value Assessment Plan, and Interviews). The Evaluation Committee will independently review and score the items comparatively to one another based on a 1, 5, 10 scale. A “10” represents that the item being evaluated is dominantly greater (or has more value) than the average. A “5” represents that the item being evaluated is about average (or there is insufficient information to make a dominant decision). A “1” represents that the item being evaluated is dominantly below the average. Once each member has individually scored each item, their scores will be sent to the Procurement Officer, who will then average the scores together to obtain the final average score for each of the evaluated criteria.

5.5 SHORTLISTING OFFERORS

The State expects to follow the process below to shortlist Proposals; however, the State may modify this process if it is in the best interest of the State:

1. All proposals will be reviewed for compliance with the mandatory requirements as stipulated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. The State Procurement Officer may contact Offerors for clarification of the responses.
2. The State Procurement Officer will assign a unique code to each responsive proposal.
3. The State Procurement Officer will provide evaluation documents to each Evaluation Committee member along with coded Risk Assessment Plans and Value Assessment Plans. No cost information or team information will be provided to the Committee members.
4. The Committee members will independently evaluate and score the documents and submit their scores back to the State Procurement Officer.
5. The State Procurement Officer will create a linear matrix model to assist in analyzing and prioritizing the responsive Proposals based on the submitted information. The model will analyze: Cost, Risk Assessment Plan, Value Assessment Plan, Past Performance Information, and Duration. This model will assign points based on the normalized distance that a score is from the best score.
6. The top three highest ranking proposals will be shortlisted. The Evaluation Committee reserves the right to increase or decrease the number of shortlisted proposals based on the overall competitiveness of the proposals.
7. The Shortlisted Offerors will be required to participate in an interview process.

5.6 INTERVIEWS

The State will conduct interviews with the ~~Project Manager~~ System Manager and the ~~Systems Engineer~~ Systems Technologist from each of the Shortlisted Offerors. ~~These individuals~~ This individual must be the same individuals ~~that are~~ listed in the Offeror's Proposal (Attachment B). No substitutes, proxies, phone interviews, or electronic interviews will be allowed. Individuals who fail to attend the interview on the date/time specified will be given a "1" score, which may jeopardize the Offeror's competitiveness.

Interviews are expected to last approximately 20 minutes per individual. No other individuals (from the Offeror's organization) will be allowed to sit in or participate during the interview session. Interviewees may not bring notes or handouts. The State will interview individuals separately. Interviewees will be prohibited from making any reference to their proposed cost proposal. The State may request additional information prior to interviews and may request to interview additional personnel.

5.7 FINAL PRIORITIZATION OF OFFERORS

After the shortlisted Offerors have been interviewed, they will be evaluated and scored by the Evaluation Committee. The State Procurement Officer will then create a final linear matrix model for the shortlisted Offerors based on all of the criteria outlined in Section 5.2. Once these Offerors have been prioritized, the State Procurement Officer will perform a cost reasonableness assessment as identified in the next section.

5.8 COST REASONABLENESS

The State Procurement Officer will perform a cost reasonableness assessment of the highest prioritized Offeror (as described in Section 5.5) in the following manner:

- If the highest ranked Offeror's cost proposal is within 10% of the next highest ranked Offeror's cost proposal, the State will proceed to invite the highest ranked Offeror to the Clarification Period.
- If the highest ranked Offeror's cost proposal is 10% (or more) higher than the next highest ranked Offeror's cost proposal, the State reserves the right to invite the second highest ranked Offeror to the Clarification Period.
- If the State has an explicit budget for this project, the State will first consider only those proposals that are within the stated budget. The State reserves the right to seek additional funding to increase the stated budget if possible.

SECTION 6: CLARIFICATION PERIOD

6.1 OVERVIEW

Prior to award, the apparent best-valued Offeror will be required to perform the clarification period functions as outlined in this section (*also referred to as the "Pre-Award" or "Phase 2"*). The intent of this period is to allow the apparent best-valued Offeror an opportunity to clarify any issues or risks, and confirm that their proposal is accurate. The Clarification Period is carried out prior to the signing of the Contract. The State's objective is to have the project completed on time, without any cost/financial deviations, and with high customer satisfaction. At the end of the project, the State will evaluate the performance of the Offeror based on these factors, so it is very important that the Offeror preplan the project to ensure there are no surprises.

It is the Offeror's responsibility to ensure that the Offeror understands the State's subjective expectations. It is not the State's responsibility to ensure that the Offeror understands what its expectations are. The Offeror is at risk, and part of the risk is understanding the State's expectations. The Offeror will not be permitted to modify its proposal, proposed financial contribution, or project team (unless through mutual negotiations with the State, in which case the new offer becomes binding).

6.2 REQUIRED ACTIVITIES / DELIVERABLES

The Offeror will be required to preplan the project in detail to ensure that there are no surprises. The Offeror will be required to perform the following (including, but not limited to):

1. Perform a detailed cost verification
 - a. Detailed cost share breakdown per ALMR Cooperative Agency (the State and DOD)
 - b. Identify why the cost proposal may be significantly different from competitors
 - c. Review big-ticket items
 - d. Review value added options
 - e. Identify how payments will be made and all expectations regarding finances
2. Align expectations
 - a. Identify any potential deal breakers
 - b. Clearly identify what is included and excluded in the proposal
 - c. Review any unique requirements with the State
 - d. Review interview Statements
 - e. Clearly identify State roles and responsibilities
 - f. Review and approve all contract terms and conditions
3. Carefully preplan the project in detail
 - a. Coordinate the project/service with all critical parties
 - b. Revisit the sites to do any additional investigating
 - c. Prepare a detailed project schedule identifying critical milestones
 - d. Coordinate with all suppliers or manufacturers
 - e. Prepare a detailed project work plan
4. Identify all assumptions
 - a. Prepare a list of all proposal assumptions (with associated impacts)
 - b. Identify and mitigate all project risks
 - c. Address all client concerns and risks
 - d. Address all risks identified by other Offerors
 - e. Address all risks that occurred on previous past projects

5. Identify and mitigate all uncontrollable risks
 - a. Identify all risks or activities not controlled by the Offeror
 - b. Identify the impact of the risks
 - c. Identify what the State can do to mitigate the risks
 - d. Address how unforeseen risks will be managed
6. Performance reports and metrics
 - a. Identify how the Offeror will track and document their performance for each of the areas of the service
 - b. Provide an actual monthly performance metric report with sample data
 - c. Identify how the State will document this service as a success
 - d. Review the Weekly Risk Report
7. System details
 - a. Perform a detailed demonstration of systems as requested by the State
 - b. Review and evaluate the State's functional and technical requirements
 - c. Provide a plan to address how the system will meet the needs of rural areas
8. Detailed plans
 - a. Provide a detailed transition plan for the scope of work (including State responsibilities, hardware, and security considerations)
 - b. Provide a detailed plan to address how changes to the service will be managed (internally and with the State)
 - c. Provide a detailed plan to address how technology updates and upgrades will be managed and communicated to the State
 - d. Provide a detailed plan for ensuring uninterrupted service in the event of contract cancellation/termination
 - e. Provide a detailed plan describing how security and confidentiality will be upheld
 - f. Provide a detailed plan for asset procurement, inventory and management
 - g. Provide a detailed plan for quality assurance
 - h. Provide a detailed plan for disaster recovery
9. Organization details
 - a. Provide Alaska business licenses for Firm and all Subcontractor(s)
 - b. Provide Firm's Tax ID
 - c. Provide an organizational chart for your overall organization showing each entity within your organization
 - d. Provide a plan to address staffing and turnover
 - e. Detailed plan of the type and amount of work the Subcontractor(s) will be performing
 - f. Describe each Subcontractor's selection and replacement procedures for the project staff that will be providing the services

6.3 CLARIFICATION DOCUMENT

The potential best-valued Offeror will be required to submit a Clarification Document, that will contain (at a minimum) the information outlined in the previous section. This document will only be performed by the Offeror that is invited to (and successfully completes) the Clarification Period. Any invitation will not constitute a legally binding offer to enter into a contract on the part of the State to the Offeror.

6.4 NEGOTIATION PERIOD

Per [2 AAC 12.315](#), the State reserves the right to negotiate with the potential best-valued Offeror during the Clarification Period. This may include, but is not limited to, modifying the scope of the project (time, cost, quality, expectations, etc.). If any changes are made, the changes may not have the effect of changing the ranking of the highest ranked proposal. Any negotiations will not constitute a legally binding offer to enter into a contract on the part of the State or the Offeror. When the Negotiation Period has been completed, the Offeror shall submit an Amended Clarification Document which shall include any changes to the proposal based on the negotiations with the State.

If the best-valued Offeror fails to provide necessary information for negotiations in a timely manner or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal. Negotiations may be held in Juneau or Anchorage. If travel is necessary, the Offeror will be responsible for their own travel and per diem expenses.

6.5 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

6.6 FAILURE TO ENTER INTO AN AGREEMENT

At any time during the Clarification Period, if the State is not satisfied with the progress being made by the invited Offeror, the State may terminate the Clarification Period activities and then commence or resume a new Clarification Period with an alternative Offeror. If the Offeror and State fail to agree to terms, or fail to execute a contract, the State may commence a new Clarification Period with an alternative Offeror. There will be no legally binding relationship created with any Offeror prior to the execution of a written agreement.

SECTION 7: INTENT TO AWARD AND POST-AWARD METRICS

7.1 NOTICE OF INTENT TO AWARD

After the completion of contract negotiation the Procurement Officer will issue a written Notice of Intent to Award (NOIA) and send copies to all Offerors. The NOIA will set out the names of all Offerors and identify the proposal selected for award.

No action of the State other than a written notice from an authorized Procurement Officer to the Offeror, advising of acceptance of the proposal and the State's intent to enter into an Agreement, shall constitute acceptance of the proposal.

7.2 WEEKLY RISK REPORTING SYSTEM

The Weekly Risk Reporting System (WRRS) is a spreadsheet that documents any risks that may impact the project duration or project cost. This includes risks that are caused by Offeror (or entities contracted by Offeror), and risks that are caused by State (scope changes, unforeseen conditions, etc.). The weekly report is an excel file that must be submitted on the Friday of every week. The report is due every week once the contract is awarded and must be submitted every week throughout the duration of the project until receipt of final payment. The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting systems or meetings (that the Offeror may perform or may be required to perform). If necessary, additional education regarding this spreadsheet can be requested during the Clarification Period.

7.3 POST PROJECT EVALUATION

Upon completion of the contract, the State will evaluate their overall satisfaction of the service. This includes (but is not limited to): overall quality and satisfaction, ability to deliver the service on-time, ability to deliver the service without any cost increases, ability to manage the service, ability to minimize complaints, ability to minimize State efforts, submission of accurate and timely weekly risk reports, and ability to provide any performance metrics. The final ratings may be made public and posted online. The final ratings will be used to modify/replace the Past Performance Information ratings (Section 4.8) on future competitive solicitations for the State.

SECTION 8: ADDITIONAL CONDITIONS AND REQUIREMENTS

8.1 CONTRACT HOLDOVER

The State and the successful Offeror 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.

8.2 GENERAL CONTRACT ADMINISTRATION ARRANGEMENT

The successful Offeror will provide services to the State and DOD. The Offeror will invoice the State and DOD in accordance with the ALMR Cooperative agreement that provides a cost share approach approved and agreed annually by the agencies.

8.3 LOCATION OF WORK

Work will be performed at various State and DOD locations throughout Alaska.

By signature on their proposal, the offeror certifies that all services provided under this contract by the Offeror and all Subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with this requirement or to obtain a waiver may cause the State to reject the proposal as non-responsive, or cancel the contract.

8.4 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause the State to reject the proposal as non-responsive, or cancel the contract.

8.5 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

8.6 AMENDMENTS

If an amendment is issued, it will be provided to all who were provided a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

8.7 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

In accordance with [2 AAC 12.830](#) alternate proposals (proposals that offer something different than what is asked for) will be rejected.

8.8 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code ([AS 36.30](#)), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an Offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that to be in its best interest. A proposal from a debarred or suspended Offeror shall be rejected.

8.9 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

8.10 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the State's option. [AS 40.25.110](#) requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the Offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the Offeror must be clearly identified and the Offeror must include a brief statement that sets out the reasons for confidentiality.

8.11 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an Offeror intends to use Subcontractors, the Offeror must identify in the proposal the names of the Subcontractors and the portions of the work the Subcontractors will perform. In addition,

certain services may only be provided by or obtained from the original equipment manufacturer.

If a proposal with Subcontractors is selected, the Offeror must provide the following information concerning each prospective Subcontractor within five working days from the date of the State's request:

- (a) complete name of the Subcontractor;
- (b) complete address of the Subcontractor;
- (c) type of work the Subcontractor will be performing;
- (d) percentage of work the Subcontractor will be providing;
- (e) evidence that the Subcontractor holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed Subcontractor that clearly verifies that the Subcontractor is committed to render the services required by the contract.

An Offeror's failure to provide this information, within the time set, may cause the State to consider their proposal non-responsive and reject it. The substitution of one Subcontractor for another may be made only at the discretion and prior written approval of the project director.

8.12 JOINT VENTURES

Joint ventures are acceptable as long as one partner is designated as the managing partner. If submitting a proposal as a joint venture, the Offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

8.13 OFFEROR'S CERTIFICATION

By signature on the proposal, Offerors certify that they comply with the following:

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and

- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any Offeror fails to comply with (a) through (h) of this paragraph, the State reserves the right to disregard the proposal, terminate the contract, or consider the Offeror in default.

8.14 CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Administration reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

8.15 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the State may inspect those areas of the Offeror's place of business that are related to the performance of a contract. If the State makes such an inspection, the Offeror must provide reasonable assistance.

8.16 SOLICITATION ADVERTISING

Public notice has been provided in accordance with [2 AAC 12.220](#).

8.17 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the designated State project director.

8.18 ASSIGNMENT

Per [2 AAC 12.480](#), the Offeror may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

8.19 DISPUTES

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

8.20 SEVERABILITY

If any provision of the contract or agreement 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.

8.21 FEDERAL REQUIREMENTS

The Offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

8.22 SITE INSPECTION

The State may conduct on-site visits to evaluate the Offeror's capacity to perform the contract. An Offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the State's expense will make site inspection.

8.23 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the State's request in accordance with [2 AAC 12.290](#).

8.24 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 8.8 Right of Rejection. However, if the State fails to identify or detect supplemental terms or conditions that conflicts with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

8.25 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an Offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

8.26 DISCUSSION WITH OFFERORS

The State may conduct discussions with Offerors in accordance with [AS 36.30.240](#) and [2 AAC 12.290](#). The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with Offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those Offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an Offeror does not submit a best and final proposal or a notice of withdrawal, the Offeror's immediate previous proposal is considered the Offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the Offeror.

8.27 OFFEROR TAX ID

A valid Offeror Tax ID must be submitted to the issuing office with the proposal or within five days of the State's request.

8.28 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

8.29 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an Offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an Offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the Offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; or
- (e) a sworn and notarized affidavit that the Offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all Offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

8.30 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to

calculate the preferences are available at the Department of Administration, Division of General Service's web site:

<http://doa.alaska.gov/dgs/policy.html>

- Alaska Products Preference - [AS 36.30.332](#)
- Recycled Products Preference - [AS 36.30.337](#)
- Local Agriculture and Fisheries Products Preference - [AS 36.15.050](#)
- Employment Program Preference - [AS 36.30.321\(b\)](#)
- Alaskans with Disabilities Preference - [AS 36.30.321\(d\)](#)
- Alaska Veteran's Preference - [AS 36.30.321\(f\)](#)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. An Offeror's failure to provide this certification letter with their proposal will cause the State to disallow the preference.

8.31 5 PERCENT ALASKA BIDDER PREFERENCE

[AS 36.30.321\(A\)](#), [AS 36.30.990\(2\)](#), & [2AAC 12.260](#)

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an Offeror who:

- (1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- (2) submits a proposal for goods or services under the name appearing on the Offeror's current Alaska business license;
- (3) has maintained a place of business within the State staffed by the Offeror, or an employee of the Offeror, for a period of six months immediately preceding the date of the proposal;
- (4) is incorporated or qualified to do business under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, is a limited liability company (LLC) organized under [AS 10.50](#) and all members are residents of the State, or is a partnership under [AS 32.06](#) or [AS 32.11](#) and all partners are residents of the State; and
- (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Statement

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the Offeror is eligible to receive the Alaska Bidder Preference.

If the Offeror is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the State.

If the Offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the State.

8.32 5 PERCENT ALASKA VETERAN PREFERENCE

[AS 36.30.321\(F\)](#)

An Alaska Veteran Preference of five percent, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an Offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- (a) sole proprietorship owned by an Alaska veteran;
- (b) partnership under [AS 32.06](#) or [AS 32.11](#) if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under [AS 10.50](#) if a majority of the members are Alaska veterans; or
- (d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Statement

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the Offeror is eligible to receive the Alaska Veteran Preference.

8.33 FORMULA USED TO CONVERT COST TO POINTS

[AS 36.30.250](#) & [2 AAC 12.260](#)

The distribution of points based on cost will be determined as set out in [2 AAC 12.260\(c\)](#). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below.

$$\frac{[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})]}{(\text{Cost of Each Higher Priced Proposal})} = \text{POINTS}$$

8.34 ALASKA OFFEROR PREFERENCE

[AS 36.30.321](#) & [2 AAC 12.260](#)

2 AAC 12.260(e) provides Alaska Offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. Alaska Offerors will receive 10 percent of the total available points as a preference.

8.35 PROTEST

[AS 36.30.560](#) provides that an interested party may protest the content of the RFP. An interested party is defined in [2 AAC 12.990\(a\) \(7\)](#) as "an actual or prospective bidder or Offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract." If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals. [AS 36.30.560](#) also provides that an interested party may protest the award of a contract or the proposed award of a contract. If an Offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be

received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- a. The name, address, and telephone number of the protester;
- b. The signature of the protester or the protester's representative;
- c. Identification of the contracting agency and the solicitation or contract at issue;
- d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in [AS 36.30.580](#). A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All Offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code ([AS 36.30](#)), Article 8 "Legal and Contractual Remedies."

8.36 CONTRACT TYPE

This contract is a Cost basis for Infrastructure Maintenance Services and Fixed Fee for the Management Services.

8.37 CONTRACT APPROVAL

This RFP does not, by itself, obligate the State. The State's obligation will commence when the contract is approved by the Commissioner of the Department of Administration or the Commissioner's designee. Upon written notice to the Offeror, the State may set a different starting date for the contract. The State will not be responsible for any work done by the Offeror, even work done in good faith, if it occurs prior to the contract start date set by the State.

8.38 STANDARD CONTRACT PROVISIONS

The Offeror will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The Offeror must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the Offeror's proposal.

8.39 PROPOSAL AS PART OF THE CONTRACT

Part or all of this RFP and the successful proposal may be incorporated into the contract.

8.40 INSURANCE REQUIREMENTS

The successful Offeror must provide proof of workers' compensation insurance prior to contract approval. The successful Offeror must secure the insurance coverage required by the State. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An Offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form Appendix B, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in Appendix B must be set out in the Offeror's proposal.

8.41 CONTRACT FUNDING

Approval or continuation of a contract resulting from this is contingent upon Alaska legislative and Congressional appropriation.

8.42 PROPOSED PAYMENT PROCEDURES

Agencies will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and service report. All pricing/invoicing will take into account the ALMR Cooperative's Cost Share Agreement. No payment will be made until the invoice and service report has been approved by the project director.

8.43 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Administration or the Commissioner's designee. Under no conditions will the State be liable for the payment of any interest charges associated with the cost of the contract.

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.

8.44 CONTRACT PERSONNEL

Any change of the project team members or Subcontractors named in the proposal must be approved, in advance and in writing, by the designated State project director. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

8.45 INSPECTION & MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The Offeror is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the designated State project director. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the Offeror to make corrections or modifications if needed in order to accomplish the contract's intent. The Offeror will not unreasonably withhold such changes.

Substantial failure of the Offeror to perform the contract may cause the State to terminate the contract. In this event, the State may require the Offeror to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

8.46 TERMINATION FOR DEFAULT

If the project director determines that the Offeror has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the Offeror, terminate the Offeror's right to proceed with part or all of the remaining work.

This clause does not restrict the State's termination rights under the contract provisions of Appendix A, attached.

8.47 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the Offeror may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the Offeror a written description of the additional work and request the Offeror to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The Offeror will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Administration or the Commissioner's designee.

8.48 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

8.49 TRANSITION OF SERVICES

Offeror must assist the State and DOD in the transition from the services provided and/or data gathered by the current Contractor to the Offeror. Offeror transition services must be in accordance with required detailed plan set out in section 6.2 – Required Activities / Deliverables.

Upon contract expiration, or if the contract is terminated by the State, DOD or the Offeror, the Offeror, the State, and the State's designee shall work collaboratively to prepare a specific transition plan to the new contractor. Offeror must provide sufficient dedicated staff to the transition as well as processes for ensuring transfer of materials. Nothing in the transition plan to be developed is intended to divulge trade secrets.

Transition of services must be at no cost to the State.

8.50 NONDISCLOSURE AND CONFIDENTIALITY

The Offeror agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The Offeror shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the Offeror with all applicable federal and state law, including the Social Security Act and HIPAA. The Offeror must promptly notify the State in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the State or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska Information Security Policies provided by the State to the Offeror or a Offeror agent or otherwise made available to the Offeror or a Offeror agent in connection with this contract, or acquired, obtained or learned by the Offeror or a Offeror agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and

technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the Offeror pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the Offeror may disclose the confidential information after providing the State with written notice of the requested disclosure (to the extent such notice to the State is permitted by applicable law) and giving the State opportunity to review the request. If the Offeror receives no objection from the State, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the Offeror must be provided to the State within a reasonable time after the Offeror's receipt of notice of the requested disclosure and, upon request of the State, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SECTION 9: APPENDICES

Appendix A – ALMR Project

- Part 1: Goals and Expectations
- Part 2: Background
- Part 3: Scope of Work

Appendix B – Current Conditions

- Exhibit A: ALMR – Cooperative Agreement
- Exhibit B: ALMR – Service Level Agreement
- Exhibit C: ALMR – System Infrastructure
- Exhibit D: ALMR – Organizational Structure
- Exhibit E: System Site Infrastructure Descriptions
- Exhibit F: System Sites and Ancillary Equipment Service Levels
- Exhibit G: System Site Locations

APPENDIX A ALMR PROJECT

PART 1. GOALS AND EXPECTATIONS

The State of Alaska (“the State”) is soliciting proposals from interested parties who offer system management services to support systems similar in size, infrastructure, architecture, and complexity to those found in the Alaska Land Mobile Radio (ALMR) communications system.

The State expects to award the contract to the best-valued Offeror based on the requirements in this solicitation. The Offeror selected for award will be the Offeror whose proposal is responsive, responsible, and is the most advantageous to the State, as determined by the State in its sole discretion.

PART 2. BACKGROUND OF THE STATE OF ALASKA

The ALMR communications system is a shared system between multiple organizations under a cooperative agreement that provides secure communication, equipment, and operative procedures for emergencies, critical situations, exercises, and day-to-day operations. These objectives are governed and defined under a service level agreement (SLA) established to support the organizations’ missions. In order to ensure these critical components stay operational, the system and technology must be properly monitored and maintained under a comprehensive suite of managed services, often referred to as managed infrastructure operation and maintenance services.

PART 3. SCOPE OF WORK

The State requires that the successful Offeror provide infrastructure operation and maintenance services to support the ALMR communications system hardware and software located in 82 sites within the State of Alaska. Services shall include, but not limited to: 24/7/365 system monitoring, Original Equipment Manufacturer (OEM) approved and certified technical support, and OEM approved and certified on-site field service in Alaska. The following sections outline the State’s current environment and functional requirements, which is required to be performed by the Offeror.

3.1 MAINTENANCE SERVICES

The ALMR system is an ASTRO 25 Release 7.13, digital, trunked radio system that is utilized by multiple agencies to communicate in diverse geographic areas across the State of Alaska. To maintain the system integrity, a network as complex as the ALMR system requires consistent and competent system technology support. This document provides details on the support desired by ALMR to receive ongoing Maintenance and Sustainability Services.

The following items are considered to be essential services required to meet the requirements to support the ALMR system. Offeror must be able to provide and price all of these services as a bundled offering when responding. ~~Sections 3.3 and 3.4 of this document will provide details on additional services that are deemed not essential and are to be separately priced. Section 3.3 of this document will provide details on additional services deemed not essential.~~ Offerors are required to provide all properly supported and equipped personnel. The Offeror’s personnel shall be equipped with appropriate authorized and certified test equipment, service aids, software, manuals and other necessary service items to fulfill the required tasks.

Laptops and other devices that interface with the ALMR system and have the potential to introduce viruses, or otherwise endanger the security of the network, shall comply with

all security accreditation, certification and information assurance processes and procedures established or placed into operation by the ALMR owner agencies/User's Council and/or ALMR Executive Council. In support of the Offeror, the State and DOD will provide access to system documentation, Information Assurance policies, procedures and processes that pertain to Offeror access to the system enterprise infrastructure and network, equipment manuals, fleet maps, programming templates, and code plugs as requested to fulfill the tasks.

3.1.1 MASTER SITE SYSTEM TECHNOLOGIST

3.1.1.1 System Technologist Services

To maintain system integrity, a network as complex as the ALMR system requires consistent and competent system technology support. Offeror shall provide original equipment manufacturer (OEM)-trained and certified System Technologist services current with the 7.13 technology release for the ALMR network infrastructure system.

In addition to technical support staff positions, at minimum one full-time, dedicated System Technologist (ST) shall be provided for the ALMR system. Local technician aided by remote OEM trained and certified ST is suitable.

3.1.1.2 Requirements & Qualifications For System Technologist

ST personnel shall have a minimum of five years' experience in the telecommunications / land mobile radio (LMR) field. An associates or technical degree is preferred. Current experience specifically with ASTRO 25 technology release 7.13 and higher, Project 25, Advanced Encryption Standard (AES), over-the-air-reprogramming (OTAR), system fleet-mapping and programming and configuration is required. Additionally, overall application knowledge of LMR system solutions to include trunking, wide area voting, repeater, simplex, console, master sites, RF sites, dispatch locations and transportable radio communication systems, etc. is required. Personnel capabilities must include computer skills in applicable databases, Word™, PowerPoint™ and radio programming software. All ST's and technical support staff are required to be US citizens, who have successfully completed a public trust background check.

ST personnel must be trained to support the latest technologies that are deployed by ALMR during the term of the awarded contract. They must maintain their qualifications through any and all upgrades to the system technology. Additionally, the ST must have access to the latest tools and support provided by the manufacturer in performance of his/her tasks and duties. The ST shall be equipped with vehicles capable of traveling to all sites that are reachable by road.

3.1.1.3 Required System Technologist Functions

3.1.1.3.1 On-Site Infrastructure Equipment Repair and Response

The ST will be required to utilize Offeror provided test equipment, standard service vehicles, tools, materials, and other items necessary to perform troubleshooting, repair, preventive maintenance and all operational checks and adjustments for equipment identified below:

- Master Sites
- RF Sites
- Dispatch consoles and logging recorders
- Key Management Facility (KMF)
- Network Management (NM) Clients
- RF Site Equipment including ancillary equipment
- BDA
- MotoBridge®

3.1.1.3.2 Security Patches

The ST shall install all necessary updates and security patches described in Section 3.1.4.2 of this document.

3.1.1.3.3 Master Site Preventive Maintenance Audit and Inspection

To verify that the ALMR System is operating efficiently and functioning at optimum level in accordance with the manufacturer's specifications, the ST will perform an annual preventive maintenance inspection on the ALMR master sites to current technology release Original Equipment Manufacturer (OEM) standards. The ST will remove any oil, dust and or foreign substances from the equipment, clean filters, if applicable, and measure, record, align and adjust the equipment parameters to the frequency and modulation outlined in the rules and regulations of the FCC. The System survey and analysis schedule will be coordinated with ALMR partners to ensure minimal disruption to routine operations. Activities resulting from the System survey and analysis schedule will be documented and available for review on an annual basis.

ALMR may provide a representative to audit/observe the preventive maintenance audit and inspection. Preventive maintenance activities will be documented and available for review as required.

3.1.1.3.4 Communicate and Track ALMR Issues To Resolution

The State and DOD's expectation for maintenance, operational or other issues related to the ALMR System (e.g. system expansion, interference, acts of God, physical abuse, vandalism, etc.) is that the ST will respond to the issue, as required and/or requested.

The ST will work with third parties such as site owners, third party suppliers, telephone companies and other ALMR Offerors to track and resolve issues related or unrelated to routine maintenance activity.

ST or helpdesk will provide a monthly report of all system issues including case number, case status, affected site(s) and issue description.

3.1.2 OEM TECHNICAL SUPPORT SERVICES

Technical support staff shall have access to an OEM staff, solutions database, as well as access to in-house test labs and additional technical resources. The Offeror shall obtain and supply technical support resources for the ALMR System 24/7/365 for associated response times. Technical resources shall have access to (OEM) engineering staff, as well as OEM test labs.

3.1.3 NETWORK MONITORING SERVICES AND DISPATCH WITH ON-SITE RESPONSE

Offeror is required to provide real-time network fault monitoring and dispatch with on-site response services for the radio communications network per response monitoring matrix in Exhibit F. When the event is detected (based on the severity of the event), trained STs shall acknowledge, triage and remotely diagnose the event and initiate an appropriate response. The Offeror is encouraged to provide Network Monitoring Services locally and/or in combination with the OEM that bring best value to the State and DOD.

3.1.3.1 Dispatch with On-Site Response

Offeror shall supply an on-site infrastructure response and dispatch service that provides case management and escalation for on-site technical support requests on the ALMR System. Response actions are determined by response times set forth in Table A, and as applied in Exhibit F in order to restore services and the System.

The Offeror shall be responsible for opening a case for on-site support and monitoring the status of that case to ensure strict compliance to committed response times. Dispatch services shall be used in coordination with network monitoring. Once an event is detected and it is determined an on-site response is required, dispatch shall open a case and then track the case through to resolution. The case tracking process for dispatch service shall allow for case escalation situations. Dispatch shall also keep records of all cases and supply a quarterly report on case status.

The Offeror is required to provide real-time monitoring to lessen on-site responses to critical, hard-to-reach sites in the network. When on-site responses are required, network monitoring shall provide real-time diagnostics so the technical staff knows the appropriate spare equipment to bring to complete repairs in one trip.

The Offeror shall supply local on-site infrastructure response technicians that are OEM trained and qualified to diagnose and restore the System. Current experience, specifically with Motorola ASTRO 25 Technology release 7.13 or later, Project 25, AES, OTAR, MotoBridge®, console operator positions, dispatch, RF sites, Project 25 subscriber radios, system fleet-mapping, programming & configuration for the ASTRO25 software technology release, is required. Additionally, overall application knowledge of LMR systems solutions to include trunking, wide area voting, repeater, simplex, transportable radio communications systems and tower certification is required.

The technicians shall have computer skills in applicable databases and products. The technicians shall be authorized, trained, and certified by the OEMs in the latest technologies that are deployed by the State and DOD during the period of performance. The technicians shall have access to the latest tools and support provided by the OEM in performance of his/her

tasks and duties. The Offeror shall provide proof of the above qualifications and shall ensure that the technicians performing in support of these services remain proficient at the latest technology level in which the system is operating. The technicians shall be trained, authorized, and certified to maintain and perform preventive maintenance services commensurate with the latest technology release level ALMR is employing. When paired with network monitoring, local technical staff will affect repairs on the network within the specified response times. The States expectation is the Offeror technicians will team with State and DOD technicians to support and maintain the ALMR infrastructure.

The local technicians will be required to utilize Offeror provided test equipment, standard service vehicles, tools, materials, and other items necessary to perform troubleshooting, repair, preventive maintenance and all operational checks and adjustments for equipment identified below:

- RF Sites
- Dispatch consoles and logging recorders
- Key Management Facility (KMF)
- Network Management (NM) Clients
- RF Site Equipment including ancillary equipment
- BDA
- MotoBridge®

Table A – ALMR Response Matrix

Subsystem Name	RF Site Category	Response Time	
		Remote Telephone Technical Support Response Time	On Site / Dispatch Technical Response Time
Master Site Zone Controllers		1 hour	On Site within 2 hours
RF Sites and consoles	1	1 hour	On Site within 4 hours
	2	2 hours	Dispatch within 8 hours
	3	4 hours	Dispatch within 72 hours
Management Terminals Used for Maintenance		2 hour	On Site 8 hours
System Gateways		2 hours	Dispatch within 8 hours
Offeror Maintained Microwave		1 hour	On Site 2 hours

Category 1 – A critical site within 30 miles of a military base, Anchorage, Fairbanks, Palmer/Wasilla or any site so designated

Category 2 – Other drive-to sites

Category 3 – Helo and not maintained road accessible sites not classified as Category 1

** May not apply in cases of inclement weather and/or subject to availability of specialty transportation*

*** Applicable 24 hours per day, 365 days a year*

**** During standard business hours (8:00 a.m. – 5:00 p.m. Alaska time, Monday through Friday)*

3.1.4 CYBERSECURITY SERVICES AND REQUIREMENTS

3.1.4.1 Standards

The Offeror shall demonstrate the capability to provide operational support of the System, in accordance, with requirements outlined in the National Institute of Standards and Technology (NIST) cybersecurity framework or other applicable US Department of Defense instructions or directives (8500.1, 8500.2, etc.) and/or Federal information assurance (IA)/cybersecurity standards (DHS 4300, NIST 800-53, etc.).

3.1.4.2 Security Patches

The ALMR network requires on-going security patches and updates to keep the System secure with the most current security applications available. These updates are required to be pre-tested on an independent, non-production ASTRO 25 system (on the same software release as ALMR at the time of the test) to ensure compatibility with the ALMR network.

Once tested, the Offeror is required to make the updates available to the ALMR technical staff. If there are any recommend configuration changes, warnings or workarounds, the Offeror shall provide detailed documentation along with the necessary updates.

3.1.4.3 Security Monitoring

To meet Federal Information Assurances (IA) mandates, ALMR requires security monitoring services which include, but are not limited to, anti-malware monitoring, authentication/ authorization logging, potential network perimeter intrusion, as well as detection of network anomalies resulting from a malicious activity on the System. Security monitoring shall include 24/7/365 monitoring of the ALMR network and must be provided by certified/experienced security technologists specializing in ASTRO 25 mission-critical networks.

The security monitoring service is required to receive data feeds from applicable security components within the ASTRO 25 system (anti-malware software, active directory, syslog, firewalls, Intrusion Detection Sensors (IDS), transport equipment, etc.) This data shall be used to identify potentially malicious activities in real time, in order to notify ALMR personnel in a timely manner.

3.1.4.4 Facility

As a result of ALMR cybersecurity requirements, all Offeror support facilities performing network and security monitoring, technical support and customer dispatch services are required to comply with IA requirements and operate in accordance with the US Government and DOD National Industrial Security Program Operating Manual (NISPOM), as well as specific guidance from DOD agencies. The support facility is required to be secured with multiple physical access controls and video surveillance. The Offeror shall maintain separate monitoring and case management databases that reside on an isolated network and these resources are only to be accessible from within the secured facility. In addition, the Offeror must provide encrypted connectivity for all remote management services.

3.1.4.5 Connectivity

The connection between the Offeror and the communication network is required to have the following attributes:

- The connection shall be fully secured via encrypted virtual private network (VPN) tunnel. The end points of the VPN tunnel must utilize State and DOD approved encryption and must be located in a secured and access-controlled facility.
- The provider's network configuration shall ensure proper controls preventing network traffic from one customer to traverse to another customer's system in an unauthorized fashion.
- The Offeror will limit inbound/outbound ports/protocols to essential services needed to support fault management and network security monitoring services.

3.1.4.6 Personnel

The Offeror shall ensure that their personnel accessing ALMR information systems have the proper and current certification to perform IA functions in accordance with DOD 8570.01-M, Information Assurance Workforce Improvement Program.

The Offeror shall meet the applicable IA certification requirements, including:

- DOD approved IA workforce certifications appropriate for each category and level as listed in the current version of DOD 8570.01-M; and
- Appropriate operating system certification for IA technical positions, as required by DOD 8570.01-M.

Upon request by the State and/or DOD, the Offeror shall provide documentation supporting the IA certification status of their personnel performing the IA functions.

Offeror personnel who do not have proper and current certifications shall be denied to DOD information systems for the purpose of performing IA functions. The performance of this contract may involve information up to the security classification of SECRET. The Offeror shall handle all classified matter in accordance with Appendix I-Exhibit H "Contract Security Classification Specification – DD Form 254."

All monitoring and technical support staff is required to be US citizens, who have successfully completed a public trust background check.

3.1.5 ZONE 2 SYSTEM'S TECHNICIAN

Daily: Conduct system checks on the Network Managements Private Radio Network Manager (PRNM) applications, Key Management Facility (KMF) terminal and the Motobridge™ system for both Fort Wainwright (FW) & Fort Greely (FG). Then take appropriate actions as needed. Act as Primary Point of Contact (POC) for U.S. Army with ALMR issues in Zone 2.

As needed: Add, delete or modify ALMR system database information in the Provisioning Manager (PM), KMF and Motobridge™ systems for both FW & FG.

Customer support items:

- Assist FW & FG ALMR users as their subject matter expert with the purchasing of appropriate ALMR equipment & necessary options.
- Provide Training classes for all of the ALMR users & equipment that are in use at FW & FG.
- Coordinate the programming and/or updating of FW & FG ALMR equipment.
- Assist ALMR users with trouble shooting of ALMR equipment.
- Receive, package, and ship out ALMR equipment that requires depot maintenance.
- Coordinate with outside agencies to ensure proper programming information is maintained for the interoperability with DOD units/agencies.
- Provide access control and necessary security measure for the zone 2 master site (Birch Hill).
- Create, update and maintain documentation for the tracking of FW & FG ALMR user's equipment information.
- Create, update and maintain documentation for the tracking of FW & FG ALMR user's equipment programming.
 - a. Responsible for the providing of Zone 2 ALMR equipment usage with weekly written status and statistical reports to corporate management and DOD representatives.
 - b. Responsible for the coordination, explanations and establishing the customers' radio requests and requirements for all units and activities within United States Army Alaska (USARAK) on Fort Wainwright and Fort Greely, Alaska.
 - c. Development and gathering of statistical data for creating and building fleet maps and talk groups for over 2500 radios that will be used within DOD on the ALMR system.
 - a. Responsible for the creating and maintaining of the ALMR database utilizing the Motorola Network Management (NM) Client terminal for records management of ALMR equipment utilized by units/activities within USARAK.

3.2 MANAGEMENT SERVICES

The following sections will provide details on additional network management services that are to be separately priced. These services may be purchased at the time of contract award or exercised anytime during the duration of the contract.

3.2.1 SYSTEM MANAGEMENT SERVICES

The Offeror shall provide System management services that include the following:

3.2.1.1 Access Management

The access management service shall ensure only authorized users are able to access or modify services, assets or data. The access management service helps to protect the availability and integrity of services, assets or data, as well as their confidentiality. Access management is therefore the execution of policies and actions defined in information security management. This service addresses both physical and logical access. Key responsibilities include: request approval, authorization, documentation of access, account and privilege control and audits.

3.2.1.2 Asset Management

The asset management service shall be provided through the use of a program that tracks and reports on ASTRO 25-managed network assets throughout their lifecycle. Attributes tracked in asset management include physical location and ownership information of ALMR System infrastructure, as well as software/hardware. Key aspects of the service include establishing a baseline inventory via remote discovery from the Network Operations Center (NOC) and managing the asset database.

3.2.1.3 Change Management

Change management services shall be a program that ensures all ASTRO 25, managed configuration item changes are controlled and implemented with minimal disruption and risk. Changes relate to any request that impacts the status or configuration of any configurable asset, including any activities that have been outsourced. Change management also ensures that all affected parties are notified in advance of any changes and are aware of the impact the change will have on their operations, allowing them to prepare accordingly.

3.2.1.4 Configuration Management

Configuration management services shall be a program that includes the supporting processes of configuration management, as well as network provisioning. Configuration provisioning is responsible for implementing configuration and network change requests and maintaining records to ensure integrity. Responsibilities include applying patches and release upgrades, performing remote configuration of new and existing devices, keeping records of release information, maintaining accurate records of all configuration changes and inventory recording of all new network devices.

3.2.1.5 Fleetmap Management

Fleetmap management services shall be a program of implementing the features and programming parameters of a trunked radio system that need to be programmed into the core in order for the system to function according to the unique operational requirements of each participating agency. This service utilizes the customer's fleetmap containing the talk group structure, capabilities and their inter-relationship to be provisioned in the network and used to create subscriber programming templates. The Offeror administers a process to implement the customer-provided fleet map into the network.

3.2.1.6 Performance Management

Performance management services shall be a program that is responsible for the design, implementation and maintenance of the network performance data collection and report generation systems, including the scheduling of standard network performance report generation. Performance management service monitors key performance indicators of the overall network, network components and applications. Performance management is enabled by the event and incident management processes and tools, and is monitored and maintained by systems management or systems technologist personnel, as well as service delivery management to ensure the customer's network is maintained in order to meet appropriate service level targets.

3.2.1.7 Problem Management

Problem management services shall be a program that proactively corrects the underlying cause of repetitive, identical incidents in the network elements under network management, as opposed to reactively addressing each incident as it occurs. This prevents incidents from reoccurring, or minimizes the impact of unpreventable incidents. Key responsibilities include all activities needed to proactively and reactively investigate, diagnose and address the root cause of problems related to managed network elements, and the creation of a problem record to document known errors, fixes and workarounds.

3.2.1.8 Service/Help Desk

The Offeror shall provide a Service/Help Desk providing a single point of contact for all service-related items, including communications between customer, third-party suppliers and the Offeror. The Service/Help Desk shall provide an ingress/egress point for service requests, service incidents and changes, as well as the dispatch functionality. All incoming transactions through the Service/Help Desk shall be recorded, tracked and updated through request fulfillment, issue resolution or service restoration, in accordance with agreed service level agreements. Key responsibilities include: ensuring that all customer inquiries, requests, concerns and related tickets are documented, tracked and resolved, and ensuring timely communication with all stakeholders based on the nature of the incident.

The Offeror shall provide Help Desk support for System users. The Help Desk shall be staffed continuously from 8:00 AM through 5:00 PM Alaska Time during scheduled work days, Monday through Friday. On weekends and locally non-staffed hours, a telephone number shall be provided and staffed to respond to customers.

Additional responsibilities include dealing with service requests received from authorized parties, where the service requests represent varying types of demands placed upon the Offeror, customer, and/or third-party organizations involved in the execution of a service agreement.

3.2.2 PREVENTIVE MAINTENANCE SERVICE AND REPORTS

The Offeror shall provide system preventive maintenance inspection services on ALMR sites and equipment as identified in Exhibit F, per the OEM specifications. An operational test and alignment on the ALMR infrastructure equipment (infrastructure or fixed network equipment only) will ensure the infrastructure meets specifications. During the Inspection, the Offeror will also do a visual site inspection and note any site anomalies. Coordinate with State prior to and during these services to allow efficiencies to address known and discovered anomalies. This inspection needs to be site specific and can be performed on a schedule the Offeror deems appropriate, but not to exceed once per year for each site.

The preventative maintenance activities shall be documented and a copy e-mailed to the applicable site owner no later than 30 days after inspection.

NOTE: Whenever outstanding repairs/parts replacements can be incorporated into the preventive maintenance trip and vice versa, they shall be. This promotes cost saving measures by minimizing multiple trips to the same site. Additional costs, if any, will be dependent on the nature/complexity of the repair/parts replacement and shall be negotiated between the Offeror and the State and/or DOD when exercising the option.

3.2.3 INFRASTRUCTURE REPAIR SERVICE

The Offeror shall provide infrastructure repair services for select OEM and third-party infrastructure supplied, as well as coordinating the equipment repair logistics process for the ALMR network.

Repairs must be performed by OEM-trained and certified technicians to troubleshoot, analyze, test and repair ALMR equipment. Coordinate with State prior to and during these services to allow efficiencies to address known and

Infrastructure repair shall be provided for the following system components:

- Master Sites
- RF Sites
- Dispatch consoles and logging recorders
- Key Management Facility (KMF)
- Network Management (NM) Clients
- RF Site Equipment including ancillary equipment
- BDA
- MotoBridge®

NOTE: Whenever outstanding repairs/parts replacements can be incorporated into the preventive maintenance trip and vice versa, they shall be. This promotes cost saving measures by minimizing multiple trips to the same site. Additional costs, if any, will be dependent on the nature/complexity of the repair/parts replacement and shall be negotiated between the Offeror and the customer exercising the option.

3.2.4 ADVANCED REPLACEMENT EXCHANGE SERVICE

The Offeror shall provide advanced replacement exchange service for select OEM and third-party infrastructure supplied at the sites identified in Exhibit F. The Offeror will provide ALMR with advanced replacement unit(s) or field replacement units (FRUs) in exchange for the ALMR malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to the FRU spares inventory upon completion of repair.

3.2.5 SECURITY UPDATE SERVICE

The offering shall include OEM Security Update Services (SUS), which provide on-going IA coverage.

3.3 MISCELLANEOUS SUPPORT SERVICES

Miscellaneous services related to supporting the ALMR system may be requested. The Offeror shall provide hourly labor rates for various levels of support personnel.

APPENDIX B CURRENT CONDITIONS

Best efforts have been made to obtain detailed information on the current conditions at the State. Details pertaining to each of the below Exhibits can be found attached in separate documents in the solicitation posting. This information should not be assumed to be 100% complete or accurate.

EXHIBIT A. ALMR – COOPERATIVE AGREEMENT

The agreement was entered into by the State of Alaska (The State), the Department of Defense (DOD), and other federal and local executive branch agencies in their collective role as members of the ALMR communications system executive council. The agreement is structured to allow the organizations to fulfill responsibilities, and combine and delegate authorities in order to achieve cost savings, administrative efficiencies, interoperability, and simplicity of operations.

EXHIBIT B. ALMR – SERVICE LEVEL AGREEMENT (SLA)

The SLA outlines the operations and maintenance (O&M) services required to support the system infrastructure. The SLA governs the maintenance of all Original Equipment Manufacturer (OEM), Land Mobile Radio (LMR), and communications transport network equipment. Providing these services require the personnel assigned to be trained and qualified on the OEM equipment to deliver the tools, materials, and technical support necessary to meet these established policies.

EXHIBIT C. ALMR – SYSTEM DESCRIPTION

The ALMR communications system is a digital trunked Wide-Area Network (WAN) that provides reliable and secure interoperable communications for agency autonomous day-to-day operations and “First Responders”, especially during emergencies, critical situations, and multiple agency exercises. This LMR communications system is supported by, and is an integral part of, a larger enterprise system.

EXHIBIT D. ALMR – ORGANIZATIONAL STRUCTURE

ALMR users and members are made up of federal, state, and municipal agencies. User benefits and services include, but are not limited to; the system, multiple system redundancies with backup power, a wide range of talk groups, auto-affiliation and de-affiliation, electronic identification on all transmissions, microwave system connectivity, encryption availability, emergency alert availability, private calling availability, system security, radio interoperability, and system management that provides an overview of the operations and maintenance organization of the ALMR system.

EXHIBIT E. ALMR–SYSTEM SITE INFRASTRUCTURE DESCRIPTIONS

This document provides information concerning ALMR System and Subsystems equipment, and Motobridge Gateway System.

EXHIBIT F. ALMR – SYSTEM SITES AND ANCILLARY EQUIPMENT SERVICE LEVEL

This document provides information of the service level requirement for each site and its definitions.

EXHIBIT G. ALMR – SYSTEM SITES LOCATION

ALMR System is located in 82 sites within the State of Alaska. This document provides information of each site's name, location and its physical area.

EXHIBIT H. DD FORM 254 & INSTRUCTIONS

The DD Form 254 was designed to provide a contractor with the security requirements and classification guidance needed for performance of a classified contract.

SECTION 10: ATTACHMENTS

- Attachement A: Proposal Cover Sheet**
- Attachement B: Proposal Form**
- Attachement C: Service Plan***
- Attachement D: Risk Assessment Plan***
- Attachement E: Value Assessment Plan***
- Attachement F: Reference List**
- Attachement G: Survey Questionnaires**
- Attachement H: Past Performance Information Scores**
- Attachement I: Cost Proposal Form**
- Attachement J: Standard Agreement Form / Appendix A**
- Attachement K: Appendix B (Indemnity & Insurance)**

** Indicates that the entire Attachment must be anonymous. These Attachments must NOT contain any names (company, personnel, project, product, etc.) that can be used to identify the Offeror.*

ATTACHMENTS A - I

Offeror shall use the all forms located in the posting of this RFP. Offeror must fill the all pertinent information as per the instructions in each form and must be submitted in accordance with Section 3 of this RFP.

ATTACHMENT J STANDARD AGREEMENT FORM / APPENDIX A

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

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Contractor Number	6. Project/Case Number	7. Alaska Business License Number	

This contract is between the State of Alaska,

8. Department of	Division	hereafter the State, and
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9. Contractor	hereafter the Contractor
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Mailing Address	Street or P.O. Box	City	State	ZIP+4
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10.

ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service:

2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the Contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.

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 \$_____ in accordance with the provisions of Appendix D.

4.2 When billing the State, the Contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of
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Mailing Address	Attention:
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12. CONTRACTOR	<p>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 entries or alternations 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.</p>		
Name of Firm			
Signature of Authorized Representative			Date
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY	Signature of Head of Contracting Agency or Designee	Date	
Department/Division	Date		
Signature of Project Director	Typed or Printed Name		
Typed or Printed Name of Project Director	Title		
Title			

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

The Project Director, 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.

Article 6. 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 Project Director and the Agency Head.

Article 7. No Additional Work or Material.

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.

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.

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.

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. 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. 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

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.

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 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.

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

Article 14. Covenant Against Contingent Fees.

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. 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.

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:

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.

ATTACHMENT K

APPENDIX B FOR 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.