

STATE OF ALASKA RFP NUMBER 2518S032

AMENDMENT NUMBER TWO (2)

MANDATORY RETURN AMENDMENT



AMENDMENT ISSUING OFFICE:

Department of Transportation & Public Facilities
Statewide procurement
P.O. Box 112500
(3132 Channel Drive, Room 310)
Juneau, Alaska 99811-2500

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: March 12, 2018

RFP TITLE:

AMHS Vessel Long Haul WAN Circuit Connections

A revised Attachment #2 - Proposal Checklist is attached to this Amendment.

This Amendment provides answers to questions posed by vendors.

1. **Q.** Is there a specific time of the year that AMHS would like the vendor to perform preventive maintenance for all vessels?
 - A.** The VSAT Preventive Maintenance (PM) Plan in the Radio Holland contract #2510S045 (included as part of this amendment) was proposed by Radio Holland. It provided for 6 month, 12 month & 3 year PM intervals. With the concurrence of the AMHS Project Director, the PM periods were not always met, due to the availability of each vessel under the AMHS Operating Plan in effect at that time.

All current vessel VSAT equipment was installed on each vessel during the period of performance of contract #2510S045. It is anticipated, if VSAT equipment is required under the new contract, that all VSAT equipment will reach it's lifespan during the period of performance of the contract resulting from this RFP. AS VSAT equipment and other equipment are replaced or added to each vessel under the contract resulting from this RFP, the PM schedule recommended by the manufacturer must be followed by the contractor as closely as feasible, taking into consideration the latest version of the AMHS Operating Plan schedule located at: <http://www.dot.state.ak.us/amhs/reports.shtml>.

Proposals must include PM frequency, duration, materials and cost. PM site visits will be coordinated with the AMHS Project Director and operational staff.

2. **Q.** Please provide a copy of the current VSAT contract plus copies of each yearly renewal that was approved to show annual rates paid.
 - A.** Original contract #2510S045, and contract renewal amendments #8, #10, #11, #13, #16, #17 & #19 are attached to this amendment.

While contract #2510S045 expired on December 31, 2016, the process for IT approvals changed at the State level and DOT&PF was not able to obtain approval for a new solicitation until February 29, 2018. In order to maintain service to the AMHS vessels, approval was received by DOT&PF to extend the current contract #2510S045 through June 30, 2018, with the caveat that the current contractor be given 30 days notice to cancel the contract. If the time scheduled stated in this RFP is not extended, the

AMHS Vessel Long Haul WAN Circuit Connections

current contractor will be given a 30 days notice and new contract #2518S032 will be awarded and begin June 1, 2018.

3. Q. How many months per year do AMHS vessels operate?
A. **AMHS operates 24/7, 365 days a year. The Operating Plan can be accessed at the above link.**
4. Q. How much data does each vessel use for the following data requirements:
-AMOS
-POS
-CarRes Reservation System
-Normal day-to-day business
-Crew Welfare (Internet Access)
A. **The RFP specifies the minimum bandwidth requirements in Section 3.03.1.M. Application of specific data usage is not provided as this data will be VPN encrypted.**
5. Q. Does AMHS expect data usage to increase/decrease for any of these services? If yes, please explain.
A. **AMHS expects the Offeror to provide a scalable solution that can accommodate changing business needs.**
6. Q. Are the current rate plans a CIR-based rate plan? Please provide a list of the current rate plans used by each vessel, as they may differ.
A. **The current rate plan provides a CIR to each vessel within the fleet wide burstable bandwidth allocation. Current CIR per vessel is roughly 50% of the Minimum Required Bandwidth listed in Section 3.03.1.M of the RFP.**
7. Q. Are there any other Long-Haul Circuit Equipment systems besides the list of Ku-Band ship equipment Currently in use on board the fleet and/or in a land mobile environment?
A. **The only data connectivity currently available to the fleet is Ku-Band VSAT service. AMHS terminals and office locations have a variety of terrestrial based technologies depending upon community and available services.**
8. Q. If yes, please provide a list of equipment and the satellite operator.
A. **A list of applicable VSAT equipment, by vessel, is provided in RFP Section 2.01. Details of the terrestrial equipment at the shore based terminals and offices will be provided to the Successful Offeror as part of the Site Survey process.**

RFP Section 3.03.4 Scenario B requires the assumption of local WAN infrastructure at a hypothetical terminal facility. Assume that data connectivity is provided with an Ethernet hand-off and that existing service to the terminal is properly scaled so that no additional expenditure is required to provide adequate bandwidth.

IMPORTANT NOTE:

Your proposal may be considered non-responsive if this amendment is not received by the issuing office along with your proposal, by the RFP Due Date & time.

John C. Wynne



Procurement Officer

PHONE: (907) 465-8878

EMAIL: john.wynne@alaska.gov

PRINTED NAME / TITLE

NAME OF COMPANY

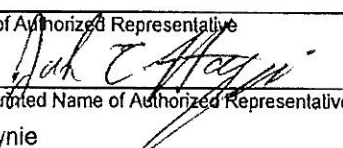
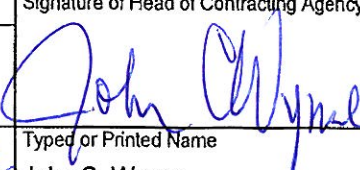
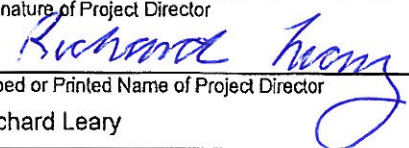
SIGNATURE

DATE

RFP #2518S032 - Attachment #2 - Amended

RFP #2518S032 REQUIREMENTS:	Indicate proposal page number(s) where evidence of the requirements has been provided:
Minimum Prior Experience evidence per Section 1.04	
Authorized Signature per Section 1.08 (a)	
Offeror's Certification per Section 1.08 (b)	
Vendor Tax ID per Section 1.08 (c)	
Conflict of Interest Statement per Section 1.08 (d)	
Identification of Federal Requirements per Section 1.08 (e)	
Required Statement on Bandwidth Services per Section 3.03.1(D)	
Copy of Service Level Agreement proposed per Section 3.03.1(G)	
Required Continuity of VSAT Service statement per 3.03.2.A	
Minimum Measureable Performance Requirements per Section 3.03.5	
Location workers will be dispatched from for service calls per Section 3.10	
Subcontractors identified & work they will perform per Section 3.11	
Joint Venture information, if applicable, per Section 3.12	
The complete name and address of offeror's firm and the name, mailing & email address, and telephone number of the person the state should contact regarding the proposal per Section 4.02	
Project Understanding narrative statement per Section 4.03	
Project Methodology narrative statement per Section 4.04	
Management Plan narrative statement per Section 4.05	
Organizational Chart per Section 4.06	
Example of previous work experience per Section 4.06	
Project team narrative statement per Section 4.06	
Maintenance & Support narrative statement per Section 4.07	
Performance criteria narrative statement per Section 4.08	
WAN Services narrative statement per Section 4.09	
Alaska Business License at time of award per Section 6.02	
Proposal not qualified or restricts the rights of the State per Section 7.05	
	✓ Below
One (1) original and four (4) copies of the proposal, plus one (1) CD per Section 1..07	
One (1) copy of Cost Proposal Worksheet in separate sealed envelope per Section 1.07	

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number 2510S045	2. Financial Coding 25070839 / 73403	3. Agency Assigned Encumbrance Number	
4. Vendor Number	5. Project/Case Number VSAT Satellite Communication Service for the AMHS	6. Alaska Business License Number 926801	
This contract is between the State of Alaska,			
7. Department of Transportation and Public Facilities		Division Alaska Marine Highway System	hereafter the State, and
8. Contractor Radio Holland USA, Inc. hereafter the Contractor			
Address 8943 Gulf Freeway		City Houston	State TX
			ZIP+4 77017
<p>9. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>2.4 Appendix D sets forth the payment schedule.</p> <p>2.5 Appendix E provides the SOA Password Policy document.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins March 12, 2010 and ends December 31, 2012, with four (4) one-year renewal options, which are at the sole discretion of the State to exercise.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$2,187,823.53 in accordance with the provisions of Appendix D.</p>			
10. Department of Transportation and Public Facilities		Finance Department	
Mailing Address P.O. Box 112500, Juneau, Alaska 99811-2500		Attention: Accounts Payable	
11. CONTRACTOR		13. CERTIFICATION	
Name of Firm Radio Holland USA, Inc.		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 alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Signature of Authorized Representative 	Date 3-8-10		
Typed or Printed Name of Authorized Representative Jack Haynie			
Title President			
12. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee Date	
Department / Division Transportation and Public Facilities / Alaska Marine Highway System		 3/17/10	
Signature of Project Director 	Date 3/17/10	Typed or Printed Name John C. Wynne	
Typed or Printed Name of Project Director Richard Leary		Title Procurement Officer	
Title Business Manager			

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

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12. CONTRACTING AGENCY			
Department / Division Transportation and Public Facilities / Alaska Marine Highway System		Signature of Head of Contracting Agency or Designee	
Signature of Project Director		Date	
Typed or Printed Name of Project Director Richard Leary		Typed or Printed Name John C. Wynne	
Title Business Manager		Title Procurement Officer	

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

**Standard Terms and Conditions
GENERAL PROVISIONS**

APPENDIX A**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 a signing this contract.

Article 2. Inspection 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 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with 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, 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 the contract.

**Standard Terms and Conditions
GENERAL PROVISIONS**

APPENDIX A**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. 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. 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.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices.

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.

APPENDIX B¹

INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Article 3. LIMITATION OF LIABILITY

Contractor's liability for damages to the State for any cause shall be limited to the greater of \$1 million or the purchase price of the specified equipment which caused the damage or that is the subject matter of, or is directly related to, the cause of action. The forgoing limitation of liability will not apply to claims for personal injury caused by the contractor's negligence or defect of equipment. Contractors will not be liable to the State for any lost profits, lost savings or incidental damages or other consequential damages sustained by the State, except as provided in AS 45.02.719.

**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
Statewide Contracting and Procurement
P.O. Box 112500
Juneau, AK 99811-2500**

Contract # 2510S045

**APPENDIX C
SCOPE OF WORK**

The State of Alaska (SOA), Department of Transportation and Public Facilities (DOT&PF), Alaska Marine Highway System (AMHS) contracts with Radio Holland USA, Inc. (RH).

The state's RFP #2510S045 dated November 20, 2009, RFP Amendments 1-3, the Contractor's proposal and the Contractor's answers to clarification questions are incorporated into this contract by reference.

The contractor will design, install, test, operate and maintain a VSAT communications system and service for seven (7) of the vessels of the State of Alaska (SOA), Department of Transportation and Public Facilities (DOT), Alaska Marine Highways System (AMHS) ferry fleet through the SOA Wide Area converged Network (WAN). Those vessels will be the M/V Aurora, Columbia, Kennicott, Lituya, Malaspina, Matanuska and Tustumena.

It is highly desirable to utilize the fleet's existing communications hardware to the maximum extent that is technically feasible. If this is not feasible, the vendor shall identify in the design phase, which of the SOA VSAT System Components will not be used or which will need to be replaced and with what and it will be the responsibility of the state to acquire those components.

In the design phase the vendor will identify whether the vessel's existing Hose McCann PBX system can interface with the VSAT system. Each vessel will be reachable by extension from within the SOA JNU VoIP system, as well as from other AMHS vessels. The design will also take into consideration the requirements for the Alternative Future Public Access Services (PAS).

The SOA Project Director shall approve any requests to visit in-service vessels while in port. The contractor must adhere to all security requirements for those vessel visits. Initial equipment installation on the vessels must be done while the vessels are in the shipyard (Ketchikan or Seward, Alaska) or docked at one of the terminals.

Network Security

The contractor shall adhere to all SOA security policies and procedures. The SOA, Information Technology and Telecommunications Security Policy Version 1.5, dated October 1, 2005, Password Policy (SP-015), - see Appendix E - must be adhered to regarding passwords and user authentication. The encryption protection required for vessel point of sales (POS) activity will be determined in the design phase.

Project Data

All data related to this VSAT project is the sole property of the State of Alaska and the sale, release of to any other party or storage other than as designated by the SOA Project Director is strictly prohibited.

Vessel Additions

The SOA Project Director will notify the RH Project Manager: when the SOA requires other AMHS vessels (Chenega, Fairweather, LeConte, Taku) to be equipped with VSAT satellite equipment and activated and which vessels to proceed with. ***The RH Project Manager will then provide the SOA Project Director with*** the necessary information as outlined in the Contract Amendment section.

Notice to Proceed

The SOA Project Director, or designee, shall issue to the RH Project Manager a Notice to Proceed:

- 1. Before any work can proceed on any vessel, for each deliverable;***
- 2. To activate the VSAT Satellite communications system on each vessel, and;***
- 3. To authorize each on-vessel service call.***

DELIVERABLES

The following Deliverables shall be provided by the contractor at the direction of the SOA Project Director or designee:

#5.02.1 VSAT Satellite Systems Design Solution to include/address:

- A. The complete VSAT system design for each vessel will include all SOA and planned vendor VSAT equipment below decks and above decks to the SOA NOC demarcation point in either Anchorage or Juneau. The location of the SOA NOC will be determined during the design phase. The VSAT design solution will be a private network that cannot be oversubscribed. It will provide for all those items identified in the RFP under Section #5.021.A-X VSAT Satellite Systems Design Solution.

Prior to deployment, the RH Project Manager will provide the SOA Project Director with a draft RH Project Plan. The RH Project Manager will also conduct a VSAT Network Design Workshop with the SOA Project Director and network engineers to determine: IP addressing; routing; security; prioritization and group quality of service; and to implement the network to that agreed upon by the SOA Project Director. The SOA Project Director will approve any and all changes to the RH Project Plan prior to implementation.

- B. A solution that shall work in conjunction with VoIP and not cause any deterioration of service due to the transmission of the data.
- C. A plan for and how the Alternative VSAT Satellite Future Public Access Services will interface with the existing VSAT Satellite System and SOA WAN. If any of the SOA PAS System Components will not work with the contractor's design, they need to identify which components will not work and the cost for new PAS System Components. The PAS will be provisioned on a separate VLAN to the SOA corporate traffic.
- D. Utilization of the existing Hose McCann PBX, such that shipboard extensions will be able to access the SOA VoIP phone system as an external trunk of the PBX. **The following attributes are guaranteed:**
1. Access to SOA VoIP Phone System from extensions of the existing shipboard PBX;
 2. Access to Local, National and International calling via RH carrier access;
 3. Alaska Direct Inward Dial Numbers provided for Ingress via the SOA VoIP Phone System or by RH carrier access;
 4. Minimum concurrent operation of three (3) simultaneous external calls from vessel PBX, plus 1 Pay Phone Call (as part of PAS);
 5. One (1) Fax port, and;
 6. Ship to Ship on net dialing (subject to double satellite hop).
- E. ***The SOA Project Director will notify the RH Project Manager:*** as to the location of the SOA NOC, in order to complete the design solution.
- F. ***The SOA Project Director will notify the RH Project Manager:*** as to the order of, date of and location of each vessel to implement the design phase.
- G. ***The SOA Project Director will approve the final design solution for each vessel.***
- H. An analysis of existing vessel POS encryption and a cost for any upgrades or additions.

#5.02.2 VSAT Satellite Systems Equipment Installation to include:

- A. Equipment installation on each vessel per the approved VSAT satellite systems design.
The SOA Project Director will notify the RH Project Manager: as to the order of, date of and location of each vessel to implement the installation phase.
- B. The VSAT Satellite system equipped vessels M/V Kennicott and Tustumena will undergo a 30-45 day Operational Field Test, prior to any other vessels being so equipped and activated. The purpose of these Operational Field Tests will be to ensure proper VSAT Satellite system operations between the AMHS vessels and the SOA NOC WAN for the routes of AMHS vessels, to the satisfaction of the SOA Project Director.

The RH Project Manager shall provide/notify the SOA Project Director:

- 1. With a performance report verifying the successful performance for the test phase, according to the measureable performance requirements shown below and SLA performance criteria.
- 2. Of any problems encountered and the necessary solutions taken or required;
- 3. When the testing has been successfully completed.

The SOA Project Director will notify the RH Project Manager:

- 1. If vessels other than those identified will be used for the Operational Field Test.
- 2. Of his approval or disapproval of the Operational Field Tests results.

- C. Complete vessel dockside VSAT system acceptance testing.

The RH Project Manager shall provide/notify the SOA Project Director:

- 1. With a performance report verifying the successful performance for the test phase, according to the measureable performance requirements shown below and SLA performance criteria.
- 2. Of any problems encountered and the necessary solutions taken or required;
- 3. When the testing has been successfully completed.

The SOA Project Director will notify the RH Project Manager of approval or disapproval of the Test results.**#5.02.3 VSAT Satellite Systems Activation, Operations Services and Support Maintenance to include:**

- A. VSAT Satellite communications system bandwidth services in the following stated serviceable coverage area:
61° 10' N (Anchorage, AK) to 44° 55' N (Salem, OR) and 176° 39' W (Adak, AK) to 123° 1' W (Salem, OR). Primary area of focus is within the serviceable coverage area, within 200 nautical miles of the Gulf Alaska coastal communities and the port of Bellingham, WA which AMHS vessels serve.
- B. Dedicated pool of satellite capacity to the primary satellite G18 @ 123° West and to the secondary satellite GE-23 @ 172° East with automatic beam switching capability to maintain connectivity and Open AMIP (to automatically control the antenna).
- C. The scalable private network will include a dedicated hub infrastructure for the AMHS Network using the RH eVolution iDirect Hub located in Brewster, Washington. The network will be scalable upwards to 50 Mb, using a hybrid fiber Multi-Protocol Label Switching (MPLS) satellite topology, to provide for future bandwidth increases and vessel additions. The MPLS terrestrial backhaul link will initially be deployed at 5Mb to accommodate the total aggregate network capacity of the chosen service level, 3864/1932k, as well as future public access services (PAS), such as Internet and public pay phone access.. Redundancy will be provided via IPVPN between the Brewster Teleport Hub Router and the SOA WAN router. The IPVPN will be designed to operate in failover mode if the MPLS is unavailable to accommodate the traffic. As a Private Network, AMHS traffic will be physically and logically segregated from other customer traffic on the satellite hub and at no time will it traverse the public internet.

- D. An allocated committed information rate (CIR) - minimum bandwidth - of 56/28k per user for each of the seven (7) vessels. The 69 users comprising the seven (7) vessels to receive VSAT satellite service will be multiplied by the committed bandwidth, totaling 3864/1932k. Each vessel shall be able to burst the capacity of the antenna if bandwidth is available.

#5.02.3 Vessel Committed Data Rates					
Committed Information Rate (CIR)				Burst Information Rate	
Vessel	# of Users	Transmit (Teleport to Vessels) kbps	Receive (Vessel to Teleport) kbps	Transmit (Teleport to Vessels) kbps	Receive (Vessel to Teleport) kbps
M/V Aurora	8	448	224	3864	1024
M/V Columbia	15	840	420	3864	1024
M/V Kennicott	15	840	420	3864	1024
M/V Lituya	2	112	56	3864	1024
M/V Malaspina	10	560	280	3864	1024
M/V Matanuska	10	560	280	3864	1024
M/V Tustumena	9	504	252	3864	1024
Totals	69	3864	1932	27048	7168
Note: Vessel can achieve its Committed Information Rate at all times.					
Note: Vessel can burst into SOA pool of bandwidth, provided other vessels are not using their CIR.					

- E. One (1) Ethernet port/delivery to the SOA owned router aboard each of the AMHS vessels in the fleet for accessing SOA WAN Services with strict adherence to SOA Security Policies and Procedures regarding Information Technology whether the vessel is in port or underway.
- F. One (1) Ethernet port/delivery to provide port aggregation services to vessels being connected to the SOA WAN Services. Aggregation port/delivery will be at the SOA's DMZ/Firewall.
- G. The network will be configured in a STAR topology with each vessel communicating directly with the Hub via a single satellite hop of less than 600ms. TCP/IP is the format required for data file transmission. No data file transmission will be conducted using UDP. The Cost Based Weighted Fair Queuing (CBWFQ) algorithm of the iDirect system will be used to control the Quality of Service (QoS). The QoS will be provisioned through a combination of the inbuilt QoS within the iDirect satellite platform and QoS optimization integral to the Riverbed Stellhead network appliance.
- H. The RH 24/7/365 manned support and service center (Helpdesk) in Houston, Texas, will be the primary point of contact for service requests and service calls, to provide:
1. A US toll free Helpdesk access number **866-680-VSAT (8728)**;
 2. E-mail and website Helpdesk access via: vsat@radiohollandusa.com , vsatsupport@radiohollandgroup.com and <http://vsat.radiohollandgroup.com/>
 3. Trained and experienced VSAT engineers and technicians, who can be dispatched, upon approval of the SOA Project Director, to AMHS vessels to effect repairs and provide parts;
 4. Remote support for at least two widely separated vessels simultaneously;

5. Notification to the AMHS E-mail Notification List prior to any scheduled outages, or as soon as possible before or after anticipated or actual outages due to weather or emergency maintenance. **The SOA Project Director will provide the RH Project Manager with the AMHS E-mail Notification List**, and;
 6. Access to a customizable Web Portal in order to access reports on the performance by vessel. The portal will be established, in coordination with the SOA Project Director, after the network has been commissioned and will be via secured web access. The Web Portal will provide complete visibility to the real-time status and operational data of network elements. SOA requests for an RH computer programmer to customize the Web Portal will be invoiced at a rate not to exceed \$125/hour.
- I. The following AMHS business services shall be provided over the VSAT system using the DOT standard Citrix authentication through the SOA WAN for each vessel:
1. File, Print, Fax and Email Services utilizing SOA Microsoft Active Directory and Exchange utilizing Outlook web access and/or Outlook client in cache mode. The bandwidth per vessel will be able to support a minimum of fifteen (15) workstations, two (2) servers, ten (10) printers, one (1) Fax, and three (3) Cisco VoIP handsets;
 2. Access to the Internet via the SOA aggregated ingress/egress DMZ;
 3. RMS3 and Buyspeed will transit the network as other http traffic and be consistent with the QoS offered by the contractor;
 4. Transmit and process AMOS via Citrix;
 5. Provide a Minimum of three (3) Cisco VoIP/IPT handsets applicable to SOA VoIP standards via the SOA IPT system in either Juneau or Anchorage, only if unable to use existing vessel PBX extensions as described in the RFP 4.01 Problem Statement;
 6. Minimum of one (1) port to provide facsimile services via a standard IAD device;
 7. Voice traffic will transit the network as other UDP traffic and will consistently be subject to QoS offered by the contractor. The Cisco voice devices will be programmed to comply with SOA VoIP standards and connect to the SOA IP telephony system at the SOA NOC;
 8. Real time processing of credit and debit cards for any onboard point of sale purchases. Sales would be held in cue for uploading if transmission is interrupted, and;
- J. The following is the scheduled equipment life-cycle replacements and Preventive Maintenance (PM) Plan for each vessel, for the vendor owned VSAT equipment and SOA owned VSAT equipment not under warranty. The contractor will perform all trouble shooting and maintenance per the SLA, although this does not preclude the contractor from requesting assistance from the AMHS IT staff. **The SOA Project Director will coordinate the scheduling of all vessel PM work with the RH Project Manager per the PM Plan below.**

#5.02.3 Preventive Maintenance Plan	
Task Interval	Task Description
Six (6) Month Planned Maintenance Tasks	1. Visual Inspection ADE/BDE.
	2. Check all watertight seals, replace as necessary.
	3. Check all external/internal RF connectors for integrity and replace as necessary.
	4. Check antenna's freedom of motion.
	5. Check all belts, gears and pulley assemblies in ADE, replace as necessary.
	6. Check hold down bolts on ADE and BDE equipment, replace as necessary.
	7. Check all grounding and bonding strips, replace as necessary.
	8. Upgrade Software as per manufacturer's recommendations, if applicable on both above and below decks equipment.
	9. Check all parameters against original installation/Set up report, adjust as necessary.
Yearly Planned Maintenance Tasks	1. Complete six (6) month Planned Maintenance Tasks.
	2. Replace drive belts on: Azimuth, elevation and Level cage motors.
	3. Check balancing of antenna and adjust as necessary.
	4. Run full diagnostics of system using DacRemP software, adjust as necessary and record results.
	5. Conduct four (4) quadrant test.
	6. Clean Radome Assembly.
Three (3) Year Planned Maintenance Tasks	1. Complete Yearly Planned Maintenance Tasks.
	2. Replace all gears and pulleys in ADE.
	3. Replace Azimuth, Elevation and Cross level motors.
	4. Replace Dual Coaxial Slip Ring Assembly.
	Note: All other components of this system will be replaced upon failure as needed.

- K. Technical training to be provided in Ketchikan, Alaska for AMHS IT staff regarding basic equipment operation, trouble shooting, functional testing of the system, as well as review of manufacturer supplied equipment manuals and operating guides.

L. MEASURABLE PERFORMANCE REQUIREMENTS:

The following six (6) performance parameters are guaranteed on the satellite and terrestrial service:

1. Latency rate (round trip in milliseconds) 550ms – 750 ms;
 - a. Latency performance guaranteed to overall end to end circuit availability of 99.95%.
2. End to End Network Availability = 99.95%, with the exclusion of terrestrial blockage of the antenna path to satellite;
3. Satellite Network Availability = 99.95% based upon satellite link budgets calculations, with the exclusion of terrestrial blockage of the antenna path to satellite;
4. Recoverability
 - a. Beam Switch satellite to satellite: less than ten (10) minutes
 - b. Upon clearance of obstruction: less than five (5) minutes
 - c. Upon teleport problem: less than five (5) minutes

- d. Upon remote equipment power loss and recovery: less than ten (10) minutes from cold restart. Satellite beam switching will not require on board technician interaction and is fully automatic.
- 5. Packet Loss = less than 0.5%;
 - a. Transmit Path 10 e (-8) Bit Error Rate (BER)
 - b. Receive Path 10 e (-8) Bit Error Rate (BER)
- 6. Speed (CIR) = 28kb up and 56kb down per simultaneous user.

Total end-to-end network latency will include the fiber tail circuit between the teleport facility and the SOA aggregation port in Juneau or Anchorage, Alaska. ***The software that will best meet the needs of the SOA to validate latency and CIR speed measurements to each vessel will be agreed upon by the SOA Project Director and the RH Project Manager prior to vessel testing and activation.*** The data acquired for these measurements by the SOA through their equipment will become the property of the SOA.

- M. If it is necessary for the SOA to use the vendors rack at the Brewster earth-station Teleport facility to provide for the WDS solution, the annual cost will be \$900.00 for half a rack and \$1500 for full rack space.
- N. Secure SOA WiFi services (not through the SOA WAN) for AMHS employees with strict adherence to SOA Security policies and procedures. These services will be 100% vendor supported, including maintenance, servicing and end user support.
- O. A vessel tracking data system, through the RH Web Portal. The system, Location Tracker version #2, is integrated with Google Earth, and will have the ability to record the current and historical location of vessels. The SOA will also have the ability to download and integrate the raw data from this system via Simple Network Management Protocol into any network management system they may choose.

#5.02.4 VSAT Satellite Systems Service Level (SLA) Agreement to include:

A Comprehensive Service Level Agreement (SLA-SOA) in support of the AMHS need for SOA WAN Services through the VSAT satellite system.

#5.02.5 Public Access Services

The SOA Project Director will notify the RH Project Manager at the point in time that the SOA requires the installation and activation of any of the PAS system components on the vessels and which vessels to proceed with.

Contract Amendments

All contract amendment requests must be processed through the SOA Procurement Officer. When additional work is required, the SOA Project Director will provide the RH Project Manager with a written description of the additional work and request the contractor to submit a firm price for the additional work and a firm time schedule for accomplishing the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the SAO Project Director has secured a written contract amendment, approved by the Procurement Officer and has issued a Notice to Proceed.

APPENDIX D**PAYMENT SCHEDULE**

Payment for services provided under this contract shall not exceed **\$2,187,823.53** for the period of performance of this contract – March 12, 2010 – December 31, 2012. The contractor will provide the deliverables outlined in Appendix C of this contract on a fixed bid basis, as shown below.

The State estimates that the cost for the as-needed on-vessel services calls during the period of performance of this contract will not exceed the amount shown under Deliverable #5.02.4. This amount will include the cost for the hourly travel rate, travel costs and parts.

Deliverable #5.02.1:

VSAT Satellite Systems Design Solution by Vessel	
Vessel	Design Cost
M/V Aurora	\$20,319.00
M/V Columbia	\$20,319.00
M/V Kennicott	\$20,319.00
M/V Lituya	\$20,319.00
M/V Malaspina	\$20,319.00
M/V Matanuska	\$20,319.00
M/V Tustumena	<u>\$20,319.00</u>
TOTAL COST DELIVERABLE #5.02.1	\$142,233.00

Deliverable #5.02.2:

Vessel Dockside VSAT System Acceptance Testing Per Vessel		
Item	Rate/Hour	Costs
24 Hours Labor	\$142.00	\$3,408.00
Airfare		\$1,485.00
Car		\$330.00
Lodging		<u>\$270.00</u>
TOTAL		<u>\$5,493.00</u>
Note: Dockside Testing will not exceed this amount.		
Note: The above costs are included in the VSAT Equipment Installation costs below.		

VSAT Operational Field Test - Per Vessel		
Item	Rate/Hour	Costs
24 Hours Labor	\$142.00	\$3,408.00
Airfare		\$1,485.00
Car		\$330.00
Lodging		\$270.00
TOTAL		<u>\$5,493.00</u>
Note: Operational Testing will not exceed this amount.		
Note: The above costs are included in the VSAT Equipment Installation costs below.		

VSAT Equipment Installation by Vessel	
Vessel	Installation Cost
M/V Aurora	\$29,928.29
M/V Columbia	\$29,928.29
M/V Kennicott	\$29,928.29
M/V Lituya	\$29,928.29
M/V Malaspina	\$29,928.29
M/V Matanuska	\$29,928.29
M/V Tustumena	\$29,928.29
TOTAL COST DELIVERABLE #5.02.2	\$209,498.03

Deliverable #5.02.3:

Computer Programmer per hour labor rate: \$125.00.

#5.02.3 Technical Training Costs for AMHS IT Staff	
Item	Cost
Two (2) 12 Hour Days Labor	\$3,408.00
Airfare	\$1,485.00
Car	\$330.00
Lodging	\$270.00
Eight (8) training manuals, with one (1) CD each and on-line training manual	<u>\$2,371.00</u>
TOTAL FY10 Training Costs	<u>\$7,864.00</u>
Note: Training cost will not exceed the amount shown.	
Note: Training will be held in Ketchikan, Alaska.	

FY2010 (Feb.- June 2010) Monthly VSAT Satellite Service Charge – By Vessel			
Vessel	Months of Service	Unit Price	Total Cost
M/V Kennicott	3.5	\$7,442.54	\$26,048.89
M/V Tustumena	3	\$3,572.42	\$10,717.26
M/V Aurora	1	\$2,381.61	\$2,381.61
M/V Columbia	1	\$4,465.52	\$4,465.52
M/V Lituya	2	\$694.64	\$1,389.28
M/V Malaspina	0.5	\$3,473.18	\$1,736.59
M/V Matanuska	1.5	\$3,473.18	\$5,209.77
COST FY2010 (Feb.- June 2010)			<u>\$51,948.92</u>

Months of Service and Total Cost for FY10 may vary from the numbers shown above, depending upon when the SOA Project Director actually places each vessel in-service.

FY2011 (July – Dec. 2010) Monthly VSAT Satellite Service Charge – By Vessel			
Vessel	Months of Service	Unit Price	Total Cost
M/V Kennicott	6	\$7,442.54	\$44,655.24
M/V Tustumena	6	\$3,572.42	\$21,434.52
M/V Aurora	6	\$2,381.61	\$14,289.66
M/V Columbia	6	\$4,465.52	\$26,793.12
M/V Lituya	6	\$694.64	\$4,167.84
M/V Malaspina	6	\$3,473.18	\$20,839.08
M/V Matanuska	6	\$3,473.18	\$20,839.08
COST FY2011 (July – Dec. 2010)			<u>\$153,018.54</u>

FY2011 (Jan. – June 2011) Monthly VSAT Satellite Service Charge – By Vessel			
Vessel	Months of Service	Unit Price	Total Cost
M/V Kennicott	6	\$9,200.07	\$55,200.42
M/V Tustumena	6	\$5,520.04	\$33,120.24
M/V Aurora	6	\$4,906.70	\$29,440.20
M/V Columbia	6	\$9,200.07	\$55,200.42
M/V Lituya	6	\$1,226.68	\$7,360.08
M/V Malaspina	6	\$6,133.38	\$36,800.28
M/V Matanuska	6	\$6,133.38	\$36,800.28
COST FY2011 (Jan. – June 2011)			<u>\$253,921.92</u>

FY2012 (July – Dec. 2011) Monthly VSAT Satellite Service Charge – By Vessel			
Vessel	Months of Service	Unit Price	Total Cost
M/V Kennicott	6	\$9,200.07	\$55,200.42
M/V Tustumena	6	\$5,520.04	\$33,120.24
M/V Aurora	6	\$4,906.70	\$29,440.20
M/V Columbia	6	\$9,200.07	\$55,200.42
M/V Lituya	6	\$1,226.68	\$7,360.08
M/V Malaspina	6	\$6,133.38	\$36,800.28
M/V Matanuska	6	\$6,133.38	\$36,800.28
COST FY2012 (July – Dec. 2011)			<u>\$253,921.92</u>

FY2012 (Jan. – June 2012) Monthly VSAT Satellite Service Charge – By Vessel			
Vessel	Months of Service	Unit Price	Total Cost
M/V Kennicott	6	\$9,470.70	\$56,824.20
M/V Tustumena	6	\$5,684.82	\$34,108.92
M/V Aurora	6	\$5,053.17	\$30,919.02
M/V Columbia	6	\$9,470.70	\$56,824.20
M/V Lituya	6	\$1,263.29	\$7,579.74
M/V Malaspina	6	\$6,316.46	\$37,898.76
M/V Matanuska	6	\$6,316.46	\$37,898.76
COST FY2012 (Jan. – June 2012)			<u>\$261,453.60</u>

FY2013 (July – Dec. 2012) MONTHLY VSAT SATELLITE SERVICE CHARGE			
Vessel	Months of Service	Unit Price	Total Price
M/V Kennicott	6	\$9,470.70	\$56,824.20
M/V Tustumena	6	\$5,684.82	\$34,108.92
M/V Aurora	6	\$5,053.17	\$30,319.02
M/V Columbia	6	\$9,470.70	\$56,824.20
M/V Lituya	6	\$1,263.29	\$7,579.74
M/V Malaspina	6	\$6,316.46	\$37,898.76
M/V Matanuska	6	\$6,316.46	\$37,898.76
COST 2013 (July - Dec. 2012)			<u>\$261,453.60</u>

Deliverable #5.02.3	Preventive Maintenance (PM) Plan	Costs
Task Interval	Task Description	
Six (6) Month Planned Maintenance Tasks	Nine (9) items each vessel.	\$1,900.00
Yearly Planned Maintenance Tasks	Six (6) items each vessel.	\$2,952.00
Three (3) Year Planned Maintenance Tasks	Four (4) items each vessel.	\$7,112.00
Note: All other components of this system will be replaced upon failure as needed. Cost for such components is not included above, but is included in #5.02.4 below.		
Note: The above costs are included in the monthly VSAT Satellite Service charges.		
Note: Travel expenses are not included in the Service Cost estimates above. They are shown separately below.		

Support and Service Center (Helpdesk)	
Item	Cost
Annual cost for seven (7) vessels	<u>\$2,940.00</u>
Note: The above cost is included in the above annual VSAT Satellite Service charges.	

Teleport Facility IT Rack Space Rental for SOA WDS Solution Equipment		
Space needed	Monthly Rental Cost	Annual Rental Cost
One Rack	\$1,500.00	\$18,000.00
Half Rack	\$900.00	\$10,800.00
Note: SOA Project Director will determine if required.		
Note: Annual cost will not exceed the larger of the two amounts shown above.		

Deliverable #5.02.3 Teleport Facility IT Rack Space Rental for SOA WDS Solution Equipment			
FY	Monthly Rental Cost	Months	FY Total Costs
FY10 Costs	\$1,500.00	3.5	\$5,250.00
FY11 Costs	\$1,500.00	12	\$18,000.00
FY12 Costs	\$1,500.00	12	\$18,000.00
FY13 Costs	\$1,500.00	6	\$9,000.00
TOTAL ALL FY	\$1,500.00	33.5	\$50,250.00
Note: Maximum amount budgeted.			
Note: SOA Project Director will determine if required.			

TOTAL COST DELIVERABLE #5.02.3**\$1,486,092.50**

VSAT SATELLITE COMMUNICATIONS SERVICE COSTS FOR AMHS					Deliverable Totals
Deliverable #	FY10	FY11	FY12	FY13	
Deliverable #5.02.1	\$142,233.00	\$0.00	\$0.00	\$0.00	\$142,233.00
Deliverable #5.02.2	\$209,498.03	\$0.00	\$0.00	\$0.00	\$209,498.03
Deliverable #5.02.3					
-Training Cost	\$7,864.00	\$0.00	\$0.00	\$0.00	
-Service Charge 6 Months	\$0.00	\$153,018.54	\$253,921.92	\$261,453.60	
-Service Charge 6 Months	\$51,948.92	\$253,921.92	\$261,453.60	\$0.00	
-PM Travel Costs	\$0.00	\$76,902.00	\$76,902.00	\$38,456.00	
-Rack Space Rental	\$5,250.00	\$18,000.00	\$18,000.00	\$9,000.00	
Total Deliverable #5.02.3	\$65,062.92	\$501,842.46	\$610,277.52	\$308,909.60	\$1,486,092.50
TOTAL COST #5.02.1 - 5.02.3 DELIVERABLES	\$416,793.95	\$501,842.46	\$610,277.52	\$308,909.60	\$1,837,823.53

Deliverables #5.02.4 On-vessel VSAT Satellite Systems ServiceOn-vessel service calls per hour labor rate: **\$142.00**

Deliverable #5.02.4 On-vessel VSAT Satellite Systems Service								
Vessel Service Call	Date	Location / Vessel	Hourly Labor Rate	Hours	Total Labor Cost	Travel Costs	Parts Cost	TOTAL COST DELIVERABLE #5.02.4
			\$142.00					

TOTAL COST DELIVERABLE #5.02.4**\$350,000.00**

The contractor will submit detailed invoices for services performed in accordance with Appendix C. The State will pay all invoices within thirty (30) days of invoice approval.

Each invoice must:

- **Reference the Contractor's name**
- **Reference the contract number**
- **Itemize the contractual services provided by vessel**
- **Itemize the contractual services provided by deliverable #, in the formats shown above**
- **Include the Contractor's signed certification that the amount invoiced is for the services described in Appendix C of this contract during the period invoiced.**

The contractor shall submit invoices to the address specified below no later than 30 days after the end of each month for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process.

Department of Transportation and Public Facilities

Finance Department

ATTN: Accounts Payable

P.O. Box 112500

Juneau, AK 99811-2500

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract.

Travel & Expenses:

When travel is required (*which must be pre-approved by the SOA Project Director*) during contract performance, the State will reimburse the Contractor per the following criteria:

1. Reimbursement for airfare shall be limited to regular coach fare;
2. Reimbursement for lodging (at commercial facilities) shall be limited to the amount normally paid to Alaska state employees (General Government Unit) on travel status per Alaska Administrative Manual (AAM) 60 and union contract per diem rates of \$45.00 per day. Meals shall be limited to the amount normally paid to Alaska state employees (General Government Unit) on travel status per AAM 60 and union contract on per diem rates of \$60.00 per day. No receipts are required for meals; however, hotel receipts must be provided with monthly invoices.
3. Reimbursement for rental vehicles shall be limited to standard size, make and model as opposed to premium options.
4. Reimbursement for other incidental expenses necessary to conduct official business (business related phone calls, parking fees - BUT NOT PARKING TICKETS - cab fare, etc.) shall be at actual cost, provided receipts are submitted.

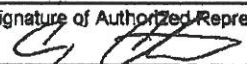


STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number 2510S045
2. Optional Renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Years remaining <u>3</u>
3. Financial Coding 25070839 73403
4. Agency Assigned Encumbrance Number
5. Amendment No. EIGHT (8)

This agreement is between the State of Alaska,

6. Department of Transportation & Public Facilities			hereafter the State, and
7. Contractor Imtech Marine USA Inc.			hereafter the Contractor
Mailing Address 8943 Gulf Freeway, Houston, TX 77017		Contact Information Craig Cabiro 713-378-2142 craigcabiro@imtechmarine.com	
8. Original period of performance FROM: March 12, 2010 TO: December 31, 2012		9. Amended period of performance FROM: March 31, 2010 TO: December 31, 2013	
10. Previous amount of contract to date: \$2,907,778.87	11. Amount of this amendment: \$786,984.13	12. This amended contract shall not exceed a total of \$3,694,763.00	
<p>13. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows: All other terms and conditions of the contract remain in effect.</p> <p><i>This amendment is being issued under the authority of 2 AAC 12.480 Novation or Change of Name.</i></p> <p><i>With this amendment, the contractor name is officially changed from Radio Holland USA, Inc. to Imtech Marine USA Inc.</i></p> <p><i>This Amendment exercises one-year renewal option #1 of 4, which is at the sole discretion of the State to exercise.</i></p> <p>In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor a new total not to exceed <u>\$3,694,763.00</u>.</p> <p>The period of performance under this contract is increased by March 12, 2010 to December 31, 2013. IN WITNESS WHEREOF the parties hereto have executed this amendment.</p> <p>NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.</p>			

14. CONTRACTOR		16. 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 alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - .820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm Radio Holland USA, Inc.			
Signature of Authorized Representative 	Date 12-28-12		
Typed or Printed Name of Authorized Representative Craig Cabiro			
Title National Sales Manager			
15. CONTRACTING AGENCY		Signature of Head Contracting Agency or Designee 	
Department/Division DOT&PF, Alaska Marine Highway System		Date 12/28/2012	
Signature of Project Director 	Date 12-28-12	Typed or Printed Name of Authorizing Official John C. Wynne	
Typed or Printed Name of Project Director Richard Leary		Title Procurement Officer	
Title Business Manager			

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

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2. Optional Renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Years remaining <u>3</u>
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hereafter the Contractor		
Mailing Address 8943 Gulf Freeway, Houston, TX 77017		Contact Information Craig Cabiro 713-378-2142 craigcabiro@imtechmarine.com
8. Original period of performance FROM: March 12, 2010 TO: December 31, 2012		9. Amended period of performance FROM: March 31, 2010 TO: December 31, 2013
10. Previous amount of contract to date: \$2,907,778.87	11. Amount of this amendment: \$786,984.13	12. This amended contract shall not exceed a total of \$3,694,763.00
<p>13. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows: All other terms and conditions of the contract remain in effect.</p> <p><i>This amendment is being issued under the authority of 2 AAC 12.480 Novation or Change of Name.</i></p> <p><i>With this amendment, the contractor name is officially changed from Radio Holland USA, Inc. to Imtech Marine USA Inc.</i></p> <p>This Amendment exercises one-year renewal option #1 of 4, which is at the sole discretion of the State to exercise.</p> <p>In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor a new total not to exceed <u>\$3,694,763.00.</u></p> <p>The period of performance under this contract is increased by March 12, 2010 to December 31, 2013. IN WITNESS WHEREOF the parties hereto have executed this amendment.</p> <p>NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.</p>		
14. CONTRACTOR		16. 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 alterations on a public record, or knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - .820. Other disciplinary action may be taken up to and including dismissal.
Name of Firm Radio Holland USA, Inc.		
Signature of Authorized Representative	Date	
Typed or Printed Name of Authorized Representative Craig Cabiro		
Title National Sales Manager		
15. CONTRACTING AGENCY		Signature of Head Contracting Agency or Designee
Department/Division DOT&PF, Alaska Marine Highway System		Date
Signature of Project Director	Date	Typed or Printed Name of Authorizing Official John C. Wynne
Typed or Printed Name of Project Director Richard Leary		Title Procurement Officer
Title Business Manager		

AMENDED APPENDIX C & D**APPENDIX C
SCOPE OF WORK**

With this anticipated amendment, the FVF Chenega and the FVF Fairweather are added to this contract. Deliverables #5.02.1 and 5.02.2 do not apply to these vessels, as this work was accomplished on a separate federally funded installation contract. These two vessels are added to the Vessel Committed Information Rates spreadsheet as shown below.

#5.02.3 - Amendment #8 Vessel Committed Data Rates					
Committed Information Rate (CIR)				Burst Information Rate	
Vessel	# of Users	Transmit (Teleport to Vessels) kbps	Receive (Vessel to Teleport) kbps	Transmit (Teleport to Vessels) kbps	Receive (Vessel to Teleport) kbps
M/V Aurora	8	448	224	3864	1024
M/V Columubia	15	840	420	3864	1024
M/V Kennicott	15	840	420	3864	1024
M/V Lituya	2	112	56	3864	1024
M/V Malaspina	10	560	280	3864	1024
M/V Matanuska	10	560	280	3864	1024
M/V Tustumena	9	504	252	3864	1024
M/V LeConte	8	448	224	3864	1024
M/V Taku	10	560	280	3864	1024
<i>FVF Chenega</i>	<i>4</i>	<i>224</i>	<i>112</i>	<i>3864</i>	<i>1024</i>
<i>FVF Fairweather</i>	<i>4</i>	<i>224</i>	<i>112</i>	<i>3864</i>	<i>1024</i>
Totals	95	5320	2660	42504	11264
Note: Vessel can achieve its Committed Information Rate at all times.					
Note: Vessel can burst into SOA pool of bandwidth, provided other vessels are not using their CIR.					

APPENDIX D PAYMENT SCHEDULE

Payment for services provided under this contract shall not exceed **\$3,694,763.00** for the period of performance of this contract – **March 12, 2010 through December 31, 2013.**

Imtech Marine USA Inc. Contract #2510S045 Renewal - Amendment #8			
Deliverable #5.02.3	FY13	FY14	TOTAL 2013
Service Charges 6 Months	\$339,288.49	\$370,793.64	\$710,082.13
PM Travel Costs 6 Months	<u>\$38,451.00</u>	<u>\$38,451.00</u>	<u>\$76,902.00</u>
Total Deliverable #5.02.3	\$377,739.49	\$409,244.64	\$786,984.13

FY2013 MONTHLY VSAT SATELLITE SERVICE CHARGE			
Vessel	Months of Service	Unit Price	Total Price
M/V Kennicott	6	\$9,757.73	\$ 58,546.38
M/V Tustumena	6	\$5,854.64	\$35,127.84
M/V Aurora	6	\$5,204.12	\$31,224.72
M/V Aurora*	-5	(\$5,000.00)	(\$25,000.00)
M/V Columbia	6	\$9,757.73	\$58,546.38
M/V Lituya	6	\$1,301.03	\$7,806.18
M/V Malaspina	6	\$6,505.15	\$39,030.90
M/V Matanuska	6	\$6,505.15	\$39,030.90
M/V LeConte	6	\$5,204.12	\$31,224.72
M/V Taku	6	\$6,505.15	\$39,030.90
FVF Chenega	5	\$2,602.06	\$13,010.30
FVF Fairweather	4.5	\$2,602.06	\$11,709.27
DELIVERABLE 5.02.3 COST FY2013 (Jan. - June 2013)			<u>\$339,288.49</u>

FY2014 MONTHLY VSAT SATELLITE SERVICE CHARGE			
Vessel	Months of Service	Unit Price	Total Price
M/V Kennicott	6	\$9,757.73	\$58,546.38
M/V Tustumena	6	\$5,854.64	\$35,127.84
M/V Aurora	6	\$5,204.12	\$31,224.72
M/V Columbia	6	\$9,757.73	\$58,546.38
M/V Lituya	6	\$1,301.03	\$7,806.18
M/V Malaspina	6	\$6,505.15	\$39,030.90
M/V Matanuska	6	\$6,505.15	\$39,030.90
M/V LeConte	6	\$5,204.12	\$31,224.72
M/V Taku	6	\$6,505.15	\$39,030.90
FVF Chenega	6	\$2,602.06	\$15,612.36
FVF Fairweather	6	\$2,602.06	\$15,612.36
DELIVERABLE 5.02.3 COST FY2014 (July - Dec. 2013)			<u>\$370,793.64</u>

Vehicle mileage reimbursement as of July 1, 2012 = \$0.55/mile. Rates are based upon the State of Alaska, DOA, Finance website: http://doa.alaska.gov/dof/travel/resource/POV_Rate_Table.pdf

The State of Alaska billable rates for mileage reimbursement can reflect the rate listed at the website shown above at the time any work is performed under this contract.

The "State of Alaska Meal and Incidental Expense Rates" (MIE Per Diem) website can be accessed at:

http://doa.alaska.gov/dof/travel/trav_acct.html. The State of Alaska billable Per Diem rates can reflect the rate listed at the website shown immediately above at the time any work is performed under this contract. The State of Alaska Travel policies website is at the following location: <http://doa.alaska.gov/dof/manuals/aam/resource/60t.pdf>.

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number 2510S045
2. Optional Renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Years remaining <u>2</u>
3. Financial Coding
4. Agency Assigned Encumbrance Number
5. Amendment No. TEN (10)

This agreement is between the State of Alaska,

6. Department of Transportation & Public Facilities		hereafter the State, and
7. Contractor Imtech Marine USA Inc.		hereafter the Contractor
Mailing Address 8943 Gulf Freeway, Houston, TX 77017		Contact Information Eric Clarke 713-378-2148 eric.clarke@imtechmarine.com
8. Original period of performance FROM: March 12, 2010 TO: December 31, 2012	9. Amended period of performance FROM: March 12, 2010 TO: December 31, 2014	
10. Previous amount of contract to date: \$3,694,763.00	11. Amount of this amendment: \$830,130.27	12. This amended contract shall not exceed a total of \$4,524,893.27

13. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows:

This Amendment exercises one-year renewal option #2 of 4, which is at the sole discretion of the State to exercise.

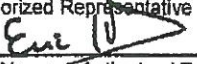
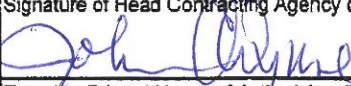
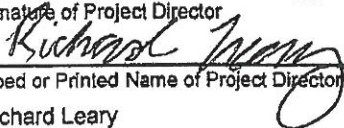
The period of performance under this contract is **increased by March 12, 2010 to December 31, 2014.**

In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor a new total not to exceed **\$4,524,893.27.**

All other terms and conditions of the contract remain in effect.

IN WITNESS WHEREOF the parties hereto have executed this amendment.

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

14. CONTRACTOR		16. 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 alterations on a public record, or knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - .820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm Radio Holland USA, Inc.			
Signature of Authorized Representative 	Date 18 DEC 13		
Typed or Printed Name of Authorized Representative Eric Clarke			
Title Managing Director			
15. CONTRACTING AGENCY		Signature of Head Contracting Agency or Designee 	
Department/Division DOT&PF, Alaska Marine Highway System		Date 12/20/2013	
Signature of Project Director 		Typed or Printed Name of Authorizing Official John C. Wynne	
Date 12/18/13		Title Procurement Officer	
Typed or Printed Name of Project Director Richard Leary			
Title Business Manager			

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number 2510S045
2. Optional Renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Years remaining <u>2</u>
3. Financial Coding
4. Agency Assigned Encumbrance Number
5. Amendment No. TEN (10)

This agreement is between the State of Alaska,		
6. Department of Transportation & Public Facilities		
hereafter the State, and		
7. Contractor Imtech Marine USA Inc.		
hereafter the Contractor		
Mailing Address 8943 Gulf Freeway, Houston, TX 77017		Contact Information Eric Clarke 713-378-2148 eric.clarke@imtechmarine.com
8. Original period of performance FROM: March 12, 2010 TO: December 31, 2012		9. Amended period of performance FROM: March 12, 2010 TO: December 31, 2014
10. Previous amount of contract to date: \$3,694,763.00	11. Amount of this amendment: \$830,130.27	12. This amended contract shall not exceed a total of \$4,524,893.27
<p>13. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows:</p> <p><u>This Amendment exercises one-year renewal option #2 of 4, which is at the sole discretion of the State to exercise.</u></p> <p>The period of performance under this contract is increased by March 12, 2010 to December 31, 2014.</p> <p>In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor a new total not to exceed <u>\$4,524,893.27.</u></p> <p>All other terms and conditions of the contract remain in effect.</p> <p>IN WITNESS WHEREOF the parties hereto have executed this amendment.</p> <p>NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.</p>		
<p>14. CONTRACTOR</p> <p>Name of Firm Radio Holland USA, Inc.</p> <p>Signature of Authorized Representative _____ Date _____</p> <p>Typed or Printed Name of Authorized Representative Eric Clarke</p> <p>Title Managing Director</p>		<p>16. 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 alterations on a public record, or knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - .820. Other disciplinary action may be taken up to and including dismissal.</p>
<p>15. CONTRACTING AGENCY</p> <p>Department/Division DOT&PF, Alaska Marine Highway System</p> <p>Signature of Project Director _____ Date _____</p> <p>Typed or Printed Name of Project Director Richard Leary</p> <p>Title Business Manager</p>		
		<p>Signature of Head Contracting Agency or Designee _____ Date _____</p> <p>Typed or Printed Name of Authorizing Official John C. Wynne</p> <p>Title Procurement Officer</p>

AMENDED APPENDIX C & D**APPENDIX C
SCOPE OF WORK**

This Amendment exercises one-year renewal option #2 of 4.

There are no changes to the Scope of Work or Deliverables with this amendment.

**APPENDIX D
PAYMENT SCHEDULE**

Payment for services provided under this contract **shall not exceed \$4,524,893.27** for the period of performance of this contract – **March 12, 2010 through December 31, 2014.**

Imtech Marine USA Inc. Contract #2510S045 Renewal - Amendment #10			
Deliverable #5.02.3	FY14	FY15	TOTAL 2014
Service Charges 6 Months	\$371,253.08	\$381,975.19	\$753,228.27
PM Travel Costs 6 Months	<u>\$38,451.00</u>	<u>\$38,451.00</u>	<u>\$76,902.00</u>
Total Deliverable #5.02.3	\$409,704.08	\$420,426.19	\$830,130.27

FY2014 MONTHLY VSAT SATELLITE SERVICE CHARGE			
Vessel	Months of Service	Unit Price	Total Price
M/V Kennicott	6	\$10,051.98	\$60,311.88
M/V Tustumena	6	\$6,031.19	\$36,187.14
M/V Aurora	6	\$5,361.05	\$32,166.30
M/V Columbia	6	\$10,051.98	\$60,311.88
M/V Lituya	6	\$1,340.26	\$8,041.56
M/V Malaspina	6	\$6,701.32	\$40,207.92
M/V Matanuska	6	\$6,701.32	\$40,207.92
M/V LeConte	6	\$5,361.06	\$32,166.34
M/V Taku	6	\$6,701.32	\$40,207.92
FVF Chenega	6	\$2,680.53	\$16,083.17
FVF Fairweather	2*	\$2,680.53	\$5,361.06
COST FY2014 (Jan. - June 2014)			<u>\$371,253.08</u>

NOTE: * The FVF Fairweather is scheduled to receive VSAT service starting May 1, 2014. It was added to the contract with Amendment #8, but was not implemented in 2013.

FY2015 MONTHLY VSAT SATELLITE SERVICE CHARGE			
Vessel	Months of Service	Unit Price	Total Price
M/V Kennicott	6	\$10,051.98	\$60,311.88
M/V Tustumena	6	\$6,031.19	\$36,187.14
M/V Aurora	6	\$5,361.05	\$32,166.30
M/V Columbia	6	\$10,051.98	\$60,311.88
M/V Lituya	6	\$1,340.26	\$8,041.56
M/V Malaspina	6	\$6,701.32	\$40,207.92
M/V Matanuska	6	\$6,701.32	\$40,207.92
M/V LeConte	6	\$5,361.06	\$32,166.34
M/V Taku	6	\$6,701.32	\$40,207.92
FVF Chenega	6	\$2,680.53	\$16,083.17
FVF Fairweather	6	\$2,680.53	\$16,083.17
COST 2015 (July - Dec. 2014)			\$381,975.19

Vehicle mileage reimbursement as of January 1, 2013 = \$0.565/mile. Rates are based upon the State of Alaska, DOA, Finance website: http://doa.alaska.gov/dof/travel/resource/POV_Rate_Table.pdf
The State of Alaska billable rates for mileage reimbursement can reflect the rate listed at the website shown above at the time any work is performed under this contract.

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number 2510S045
2. Optional Renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Years remaining <u>1</u>
3. Financial Coding 25070839 / 73403
4. Agency Assigned Encumbrance Number
5. Amendment No. ELEVEN (11)

This agreement is between the State of Alaska,		
6. Department of Transportation & Public Facilities hereafter the State, and		
7. Contractor Imtech Marine USA Inc. hereafter the Contractor		
Mailing Address 8943 Gulf Freeway, Houston, TX 77017		Contact Information Brian Cromer 206-768-1691 brian.cromer@imtechmarine.com
8. Original period of performance FROM: March 12, 2010 TO: December 31, 2012		9. Amended period of performance FROM: March 12, 2010 TO: December 31, 2014
10. Previous amount of contract to date: \$4,524,893.27	11. Amount of this amendment: \$863,854.28	12. This amended contract shall not exceed a total of \$5,388,747.55
<p>13. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows:</p> <p><u>This Amendment exercises one-year renewal option #3 of 4, which is at the sole discretion of the State to exercise.</u></p> <p>The period of performance under this contract is increased by March 12, 2010 to December 31, 2015.</p> <p>In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor a new total not to exceed <u>\$5,388,747.55.</u></p> <p>All other terms and conditions of the contract remain in effect.</p> <p>IN WITNESS WHEREOF the parties hereto have executed this amendment.</p> <p>NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.</p>		
<p>14. CONTRACTOR</p> <p>Name of Firm Radio Holland USA, Inc.</p> <p>Signature of Authorized Representative Date 12-18-2014</p> <p>Typed or Printed Name of Authorized Representative Mr van Wijk</p> <p>Title Director Finance & Control</p>		<p>16. 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 alterations on a public record, or knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - .820. Other disciplinary action may be taken up to and including dismissal.</p>
<p>15. CONTRACTING AGENCY</p> <p>Department/Division DOT&PF, Alaska Marine Highway System</p> <p>Signature of Project Director Date 12-19-14</p> <p>Typed or Printed Name of Project Director John Falvey</p> <p>Title General Manager</p>		<p>Signature of Head Contracting Agency or Designee Date 12/19/2014</p> <p>Typed or Printed Name of Authorizing Official John C. Wynne</p> <p>Title Procurement Officer</p>

AMENDED APPENDIX C & D**APPENDIX C
SCOPE OF WORK**

This Amendment exercises one-year renewal option #3 of 4.

There are no changes to the Scope of Work or Deliverables with this amendment.

**APPENDIX D
PAYMENT SCHEDULE**

Payment for services provided under this contract shall not exceed \$5,388,747.55 for the period of performance of this contract – March 12, 2010 through December 31, 2015.

Imtech Marine USA Inc. Contract #2510S045 Renewal - Amendment #11			
Deliverable #5.02.3	FY15	FY16	TOTAL 2015
Service Charges 6 Months	\$393,476.14	\$393,476.14	\$786,952.28
PM Travel Costs 6 Months	\$38,451.00	\$38,451.00	\$76,902.00
Total Deliverable #5.02.3	\$431,927.14	\$431,927.14	\$863,854.28

FY2015 MONTHLY VSAT SATELLITE SERVICE CHARGE			
Vessel	Months of Service	Unit Price	Total Price
M/V Kennicott	6	\$10,354.63	\$62,127.78
M/V Tustumena	6	\$6,212.78	\$37,276.68
M/V Aurora	6	\$5,522.47	\$33,134.82
M/V Columbia	6	\$10,354.63	\$62,127.78
M/V Lituya	6	\$1,380.62	\$8,283.72
M/V Malaspina	6	\$6,903.09	\$41,418.54
M/V Matanuska	6	\$6,903.09	\$41,418.54
M/V LeConte	6	\$5,522.48	\$33,134.88
M/V Taku	6	\$6,903.09	\$41,418.54
FVF Chenega	6	\$2,761.24	\$16,567.44
FVF Fairweather	6	\$2,761.24	\$16,567.42
COST FY2015 (Jan. - June 2015)			\$393,476.14

12/19/14
12-19-14
Page 2 of 3

FY2016 MONTHLY VSAT SATELLITE SERVICE CHARGE			
Vessel	Months of Service	Unit Price	Total Price
M/V Kennicott	6	\$10,354.63	\$62,127.78
M/V Tustumena	6	\$6,212.78	\$37,276.68
M/V Aurora	6	\$5,522.47	\$33,134.82
M/V Columbia	6	\$10,354.63	\$62,127.78
M/V Lituya	6	\$1,380.62	\$8,283.72
M/V Malaspina	6	\$6,903.09	\$41,418.54
M/V Matanuska	6	\$6,903.09	\$41,418.54
M/V LeConte	6	\$5,522.48	\$33,134.88
M/V Taku	6	\$6,903.09	\$41,418.54
FVF Chenega	6	\$2,761.24	\$16,567.44
FVF Fairweather	6	\$2,761.24	\$16,567.42
COST FY2016 (July - Dec. 2015)			\$393,476.14

Vehicle mileage reimbursement as of January 1, 2014 = \$0.56/mile. Rates are based upon the State of Alaska, DOA, Finance website: http://doa.alaska.gov/dof/travel/resource/POV_Rate_Table.pdf
 The State of Alaska billable rates for mileage reimbursement can reflect the rate listed at the website shown above at the time any work is performed under this contract.

Handwritten: JAW 12/19/14
 [Signature] 12-19-14
 [Signature]

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number 2510S045
2. Optional Renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Years remaining 0
3. Financial Coding 25070839 / 73403
4. Agency Assigned Encumbrance Number
5. Amendment No. THIRTEEN (13)

This agreement is between the State of Alaska,

6. Department of
Transportation & Public Facilities hereafter the State, and

7. Contractor
Radio Holland USA Inc. hereafter the Contractor

Mailing Address Contact Information
8943 Gulf Freeway, Houston, TX 77017 Brian Cromer 206-768-1891 brian.cromer@imtechmarine.com

8. Original period of performance FROM: March 12, 2010 TO: December 31, 2012

9. Amended period of performance FROM: March 12, 2010 TO: **December 31, 2016**

10. Previous amount of contract to date: \$5,391,813.01

11. Amount of this amendment: **\$887,281.36**

12. This amended contract shall not exceed a total of **\$6,279,094.37**

13. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows:

This Amendment serves to immediately change the name of the Contractor per 2 AAC 12.480 Novation or Name Change.

This Amendment also exercises one-year renewal option #4 of 4, which is at the sole discretion of the State to exercise.

The period of performance under this contract is **Increased by March 12, 2010 to December 31, 2016.**

In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor a new total not to exceed **\$6,279,094.37.**

All other terms and conditions of the contract remain in effect.

IN WITNESS WHEREOF the parties hereto have executed this amendment.

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

14. CONTRACTOR		16. 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 alterations on a public record, or knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - .820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm Imtech Marine USA, Inc.		Signature of Head Contracting Agency or Designee Date <i>John C. Wynne</i> 12/16/2015	
Signature of Authorized Representative Date <i>Fergus Campbell</i> 12/16/15		Typed or Printed Name of Authorizing Official John C. Wynne	
Typed or Printed Name of Authorized Representative Fergus Campbell		Title Procurement Officer	
Title General Manager			
15. CONTRACTING AGENCY			
Department/Division DOT&PF, Alaska Marine Highway System			
Signature of Project Director Date <i>John F. Falvey, Jr.</i> 12-16-15			
Typed or Printed Name of Project Director John F. Falvey, Jr.			
Title General Manager			

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number 2510S045
2. Optional Renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Years remaining 0
3. Financial Coding 25070839 / 73403
4. Agency Assigned Encumbrance Number
5. Amendment No. THIRTEEN (13)

This agreement is between the State of Alaska,		
6. Department of Transportation & Public Facilities		
hereafter the State, and		
7. Contractor Radio Holland USA Inc.		
hereafter the Contractor		
Mailing Address 8943 Gulf Freeway, Houston, TX 77017		Contact Information Brian Cromer 206-768-1691 brian.cromer@imtechmarine.com
8. Original period of performance FROM: March 12, 2010 TO: December 31, 2012		9. Amended period of performance FROM: March 12, 2010 TO: December 31, 2016
10. Previous amount of contract to date: \$5,391,813.01	11. Amount of this amendment: \$887,281.36	12. This amended contract shall not exceed a total of \$6,279,094.37
<p>13. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows:</p> <p>This Amendment serves to immediately change the name of the Contractor per 2 AAC 12.480 Novation or Name Change.</p> <p><u>This Amendment also exercises one-year renewal option #4 of 4, which is at the sole discretion of the State to exercise.</u></p> <p>The period of performance under this contract is increased by March 12, 2010 to December 31, 2016.</p> <p>In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor a new total not to exceed <u>\$6,279,094.37.</u></p> <p>All other terms and conditions of the contract remain in effect.</p> <p>IN WITNESS WHEREOF the parties hereto have executed this amendment.</p> <p>NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.</p>		

14. CONTRACTOR		16. 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 alterations on a public record, or knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - .820. Other disciplinary action may be taken up to and including dismissal.
Name of Firm Imtech Marine USA, Inc.		
Signature of Authorized Representative	Date	
Typed or Printed Name of Authorized Representative Fergus Campbell		
Title General Manager		
15. CONTRACTING AGENCY		Signature of Head Contracting Agency or Designee
Department/Division DOT&PF, Alaska Marine Highway System		Date
Signature of Project Director	Date	Typed or Printed Name of Authorizing Official John C. Wynne
Typed or Printed Name of Project Director John F. Falvey, Jr.		Title Procurement Officer
Title General Manager		

AMENDED APPENDIX C & D**APPENDIX C
SCOPE OF WORK**

Per 2 AAC 12.480 Novation or Change of Name, this Amendment serves to immediately change the name of the Contractor from Imtech Marine USA Inc. to Radio Holland USA Inc. By the issuance of this amendment, the State acknowledges that they have received the legal documents necessary to recognize this change of name.

This Amendment also exercises one-year renewal option #4 of 4.

There are no changes to the Scope of Work or Deliverables with this amendment.

**APPENDIX D
PAYMENT SCHEDULE**

Payment for services provided under this contract **shall not exceed \$6,279,094.37** for the period of performance of this contract – **March 12, 2010 through December 31, 2016**. The following costs are added to the Appendix D Payment Schedule.

Imtech Marine USA Inc. Contract #2510S045 Renewal - Amendment #13			
Deliverable #5.02.3	FY16	FY17	TOTAL CALENDAR 2016
Service Charges 6 Months	\$405,189.68	\$405,189.68	\$810,379.36
PM Travel Costs 6 Months	<u>\$38,451.00</u>	<u>\$38,451.00</u>	<u>\$76,902.00</u>
Total Deliverable #5.02.3	\$443,640.68	\$443,640.68	\$887,281.36

FY2016 MONTHLY VSAT SATELLITE SERVICE CHARGE			
Vessel	Months of Service	Unit Price	Total Price
M/V Kennicott	6	\$10,662.89	\$63,977.34
M/V Tustumena	6	\$6,397.73	\$38,386.38
M/V Aurora	6	\$5,686.87	\$34,121.22
M/V Columbia	6	\$10,662.89	\$63,977.34
M/V Lituya	6	\$1,421.72	\$8,530.32
M/V Malaspina	6	\$7,108.59	\$42,651.54
M/V Matanuska	6	\$7,108.59	\$42,651.54
M/V LeConte	6	\$5,686.87	\$34,121.23
M/V Taku	6	\$7,108.59	\$42,651.54
FVF Chenega	6	\$2,843.44	\$17,060.62
FVF Fairweather	6	\$2,843.44	\$17,060.62
COST FY2016 (Jan. - June 2016)			<u>\$405,189.68</u>

FY2017 MONTHLY VSAT SATELLITE SERVICE CHARGE			
Vessel	Months of Service	Unit Price	Total Price
M/V Kennicott	6	\$10,662.89	\$63,977.34
M/V Tustumena	6	\$6,397.73	\$38,386.38
M/V Aurora	6	\$5,686.87	\$34,121.22
M/V Columbia	6	\$10,662.89	\$63,977.34
M/V Lituya	6	\$1,421.72	\$8,530.32
M/V Malaspina	6	\$7,108.59	\$42,651.54
M/V Matanuska	6	\$7,108.59	\$42,651.54
M/V LeConte	6	\$5,686.87	\$34,121.23
M/V Taku	6	\$7,108.59	\$42,651.54
FVF Chenega	6	\$2,843.44	\$17,060.62
FVF Fairweather	6	\$2,843.44	\$17,060.62
TOTAL COST FY2017 (July - Dec. 2016)			<u>\$405,189.68</u>

Vehicle mileage reimbursement as of January 1, 2015 = \$0.575/mile. Rates are based upon the State of Alaska, DOA, Finance website: http://doa.alaska.gov/dof/travel/resource/POV_Rate_Table.pdf
The State of Alaska billable rates for mileage reimbursement can reflect the rate listed at the website shown above at the time any work is performed under this contract.

Agency Contract Number
2510S045

2. Optional Renewal? ☒ Yes ☐ No

Years remaining **0**

3. Financial Coding

4. Agency Assigned Encumbrance Number

5. Amendment No.

SIXTEEN (16)

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

This agreement is between the State of Alaska,

6. Department of

Transportation & Public Facilities

hereafter the State, and

7. Contractor

Radio Holland USA Inc.

hereafter the Contractor

Mailing Address

8943 Gulf Freeway, Houston, TX 77017

Contact Information

Fergus Campbell 713-378-2100 fergus.campbell@rhmarinegroup.com

8. Original period of performance

FROM: March 12, 2010 TO: December 31, 2012

9. Amended period of performance

FROM: March 12, 2010 TO: **March 31, 2017**

10. Previous amount of contract to date:

\$6,246,552.80

11. Amount of this amendment:

\$172,738.77

12. This amended contract shall not exceed

a total of **\$6,419,291.57**

13. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows:

Per the authority of RFP #2510S045, Section 1.02 Contract Terms and Work Schedule, this contract is put on month-to-month extension beginning on January 1, 2017 and ending on March 31, 2017. Unless a contract amendment is issued extending the contract again, this contract will terminate on March 31, 2017.

The Not to Exceed amount is increased by \$172,738.77 to a new Not to Exceed total of \$6,419,291.57.

All other terms and conditions of the contract remain in effect.

IN WITNESS WHEREOF the parties hereto have executed this amendment.

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

14. CONTRACTOR

Name of Firm

Radio Holland, USA, Inc.

Signature of Authorized Representative

Date

12/5/16

Typed or Printed Name of Authorized Representative

Fergus Campbell

Title

General Manager

16. **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 alterations on a public record, or knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - .820. Other disciplinary action may be taken up to and including dismissal.

15. CONTRACTING AGENCY

Department/Division

DOT&PF, Alaska Marine Highway System

Signature of Project Director

Date

12-5-16

Typed or Printed Name of Project Director

John F. Falvey, Jr.

Title

General Manager

Signature of Head Contracting Agency or Designee

Date

John C. Wynne

12/5/2016

Typed or Printed Name of Authorizing Official

John C. Wynne

Title

Procurement Officer

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number 2510S045
2. Optional Renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Years remaining 0
3. Financial Coding
4. Agency Assigned Encumbrance Number
5. Amendment No. SIXTEEN (16)

This agreement is between the State of Alaska,		
6. Department of Transportation & Public Facilities		
hereafter the State, and		
7. Contractor Radio Holland USA Inc.		
hereafter the Contractor		
Mailing Address 8943 Gulf Freeway, Houston, TX 77017		Contact Information Fergus Campbell 713-378-2100 fergus.campbell@rhmarinegroup.com
8. Original period of performance FROM: March 12, 2010 TO: December 31, 2012		9. Amended period of performance FROM: March 12, 2010 TO: March 31, 2017
10. Previous amount of contract to date: \$6,246,552.80	11. Amount of this amendment: \$172,738.77	12. This amended contract shall not exceed a total of \$6,419,291.57
<p>13. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows:</p> <p>Per the authority of RFP #2510S045, Section 1.02 Contract Terms and Work Schedule, this contract is put on month-to-month extension beginning on January 1, 2017 and ending on March 31, 2017. Unless a contract amendment is issued extending the contract again, this contract will terminate on March 31, 2017.</p> <p>The Not to Exceed amount is increased by \$172,738.77 to a new Not to Exceed total of \$6,419,291.57.</p> <p>All other terms and conditions of the contract remain in effect.</p> <p>IN WITNESS WHEREOF the parties hereto have executed this amendment.</p> <p>NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.</p>		

14. CONTRACTOR		16. 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 alterations on a public record, or knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - .820. Other disciplinary action may be taken up to and including dismissal.
Name of Firm Radio Holland, USA, Inc.		
Signature of Authorized Representative	Date	
Typed or Printed Name of Authorized Representative Fergus Campbell		
Title General Manager		
15. CONTRACTING AGENCY		Signature of Head Contracting Agency or Designee
Department/Division DOT&PF, Alaska Marine Highway System		Date
Signature of Project Director	Date	Typed or Printed Name of Authorizing Official John C. Wynne
Typed or Printed Name of Project Director John F. Falvey, Jr.		Title Procurement Officer
Title General Manager		

AMENDED APPENDIX C & D**APPENDIX C
SCOPE OF WORK**

In order to maintain VSAT satellite service to the AMHS ferry fleet until a new contract can be established, this contract is put on a month-to-month extension beginning on January 1, 2017 and ending on March 31, 2017.

**APPENDIX D
PAYMENT SCHEDULE**

Payment for services provided under this contract **shall not exceed \$6,419,291.57** for the period of performance of this contract – **March 12, 2010 through March 31, 2017**. The Appendix D Payment Schedule for the time period of January 1, 2017 through March 31, 2017 is shown below.

FY2017 MONTHLY VSAT SERVICE CHARGES - January 1, 2017 - March 31, 2017			
VESSEL	MONTHS OF SERVICE	UNIT PRICE	TOTAL PRICE
M/V Aurora	3	\$5,686.87	\$17,060.61
M/V Columbia	3	\$10,662.89	\$31,988.67
FVF Fairweather	3	\$2,843.44	\$8,530.32
M/V Kennicott	3	\$10,662.89	\$31,988.67
M/V LeConte	3	\$5,686.87	\$17,060.61
M/V Lituya	3	\$1,421.72	\$4,265.16
M/V Malaspina	3	\$7,108.59	\$21,325.77
M/V Matanuska	3	\$7,108.59	\$21,325.77
M/V Tustumena	3	\$6,397.73	<u>\$19,193.19</u>
TOTAL COST JANUARY - MARCH 2017			\$172,738.77

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number 2510S045
2. Optional Renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Years remaining 0
3. Financial Coding TMH020 3224 3037 3000 25MVO1076 M040 KTKN MKCO
4. Agency Assigned Encumbrance Number
5. Amendment No. SEVENTEEN (17)

This agreement is between the State of Alaska,		
6. Department of Transportation & Public Facilities hereafter the State, and		
7. Contractor Radio Holland USA Inc. hereafter the Contractor		
Mailing Address 8943 Gulf Freeway, Houston, TX 77017		Contact Information Fergus Campbell 713-378-2100 fergus.campbell@rhmarinegroup.com
8. Original period of performance FROM: March 12, 2010 TO: December 31, 2012		9. Amended period of performance FROM: March 12, 2010 TO: December 31, 2017
10. Previous amount of contract to date: \$6,246,552.80	11. Amount of this amendment: \$518,216.31	12. This amended contract shall not exceed a total of \$6,937,507.88
<p>13. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows:</p> <p>Per the authority of RFP #2510S045, Section 1.02 Contract Terms and Work Schedule, this contract is put on month-to-month extension beginning on April 1, 2017 and ending on December 31, 2017. Unless a contract amendment is issued extending the contract again or cancelling the contract, this contract will terminate on December 31, 2017.</p> <p>The Not to Exceed amount is increased by \$518,216.31 to a new Not to Exceed total of \$6,937,507.88.</p> <p>All other terms and conditions of the contract remain in effect. IN WITNESS WHEREOF the parties hereto have executed this amendment. NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.</p>		

14. CONTRACTOR		16. 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 alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.60.815 - .820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm Radio Holland, USA, Inc.			
Signature of Authorized Representative	Date 3/1/2017		
Typed or Printed Name of Authorized Representative Fergus Campbell <i>Mark Burger</i>			
Title General Manager <i>CEO</i>		15. CONTRACTING AGENCY	
Department/Division DOT&PF, Alaska Marine Highway System		Signature of Head Contracting Agency or Designee <i>John C. Wynne</i>	
Signature of Project Director <i>John F. Falvey, Jr.</i>		Date 3/2/2017	
Typed or Printed Name of Project Director John F. Falvey, Jr.		Typed or Printed Name of Authorizing Official John C. Wynne	
Title General Manager		Title Procurement Officer	

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number 2510S045
2. Optional Renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Years remaining 0
3. Financial Coding TMH020 3224 3037 3000 25MVO1076 M040 KTKN MKCO
4. Agency Assigned Encumbrance Number
5. Amendment No. SEVENTEEN (17)

This agreement is between the State of Alaska,		
6. Department of Transportation & Public Facilities		
hereafter the State, and		
7. Contractor Radio Holland USA Inc.		
hereafter the Contractor		
Mailing Address 8943 Gulf Freeway, Houston, TX 77017		Contact Information Fergus Campbell 713-378-2100 fergus.campbell@rhmarinegroup.com
8. Original period of performance FROM: March 12, 2010 TO: December 31, 2012		9. Amended period of performance FROM: March 12, 2010 TO: December 31, 2017
10. Previous amount of contract to date: \$6,246,552.80	11. Amount of this amendment: \$518,216.31	12. This amended contract shall not exceed a total of \$6,937,507.88
<p>13. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows:</p> <p>Per the authority of RFP #2510S045, Section 1.02 Contract Terms and Work Schedule, this contract is put on month-to-month extension beginning on April 1, 2017 and ending on December 31, 2017. Unless a contract amendment is issued extending the contract again or canceling the contract, this contract will terminate on December 31, 2017.</p> <p>The Not to Exceed amount is increased by \$518,216.31 to a new Not to Exceed total of \$6,937,507.88.</p> <p>All other terms and conditions of the contract remain in effect.</p> <p>IN WITNESS WHEREOF the parties hereto have executed this amendment.</p> <p>NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.</p>		

14. CONTRACTOR		16. 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 alterations on a public record, or knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - .820. Other disciplinary action may be taken up to and including dismissal.
Name of Firm Radio Holland, USA, Inc.		
Signature of Authorized Representative	Date	
Typed or Printed Name of Authorized Representative Fergus Campbell		
Title General Manager		
15. CONTRACTING AGENCY		Signature of Head Contracting Agency or Designee
Department/Division DOT&PF, Alaska Marine Highway System		Date
Signature of Project Director	Date	Typed or Printed Name of Authorizing Official John C. Wynne
Typed or Printed Name of Project Director John F. Falvey, Jr.		Title Procurement Officer
Title General Manager		

AMENDED APPENDIX C & D**APPENDIX C
SCOPE OF WORK**

In order to maintain VSAT satellite service to the AMHS ferry fleet until a new contract can be established, this contract is put on a month-to-month extension beginning on April 1, 2017 and ending on December 31, 2017.

**APPENDIX D
PAYMENT SCHEDULE**

Payment for services provided under this contract shall not exceed \$6,937,507.88 for the period of performance of this contract – **March 12, 2010 through December 31, 2017**. The Appendix D Payment Schedule for the time period of April 1, 2017 through December 31, 2017 is shown below.

FY2017 MONTHLY VSAT SERVICE CHARGES - AMENDMENT #17			
VESSEL	MONTHS OF SERVICE	UNIT PRICE	TOTAL PRICE
M/V Aurora	3	\$5,686.87	\$17,060.61
M/V Columbla	3	\$10,662.89	\$31,988.67
FVF Fairweather	3	\$2,843.44	\$8,530.32
M/V Kennicott	3	\$10,662.89	\$31,988.67
M/V LeConte	3	\$5,686.87	\$17,060.61
M/V Lituya	3	\$1,421.72	\$4,265.16
M/V Malaspina	3	\$7,108.59	\$21,325.77
M/V Matanuska	3	\$7,108.59	\$21,325.77
M/V Tustumena	3	\$6,397.73	\$19,193.19
TOTAL RAP COST APRIL - JUNE 2017			\$172,738.77

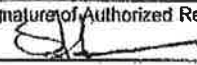
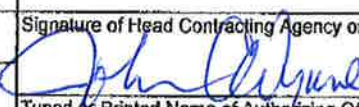
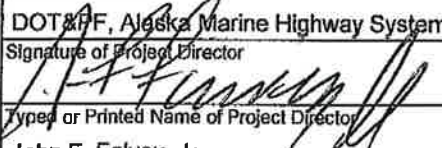
FY2018 MONTHLY VSAT SERVICE CHARGES - AMENDMENT #17			
VESSEL	MONTHS OF SERVICE	UNIT PRICE	TOTAL PRICE
M/V Aurora	6	\$5,686.87	\$34,121.22
M/V Columbla	6	\$10,662.89	\$63,977.34
FVF Fairweather	6	\$2,843.44	\$17,060.64
M/V Kennicott	6	\$10,662.89	\$63,977.34
M/V LeConte	6	\$5,686.87	\$34,121.22
M/V Lituya	6	\$1,421.72	\$8,530.32
M/V Malaspina	6	\$7,108.59	\$42,651.54
M/V Matanuska	6	\$7,108.59	\$42,651.54
M/V Tustumena	6	\$6,397.73	\$38,386.38
TOTAL RAP COST JULY - DECEMBER 2017			\$345,477.54

STATE OF ALASKA
AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number 2510S045
2. Optional Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Years remaining 0
3. Financial Coding TMH020 3224 3037 3000 25MVO1076 M040 KTKN MKCO
4. Agency Assigned Encumbrance Number
5. Amendment No. NINETEEN (19)

This agreement is between the State of Alaska,

6. Department of Transportation & Public Facilities		hereafter the State, and
7. Contractor Marlink AS.		hereafter the Contractor
Mailing Address 1700 Rockville Pike, Suite 400, Rockville, MD 20852		Contact Information Anthony Queenan 281-809-9714 anthony.queenan@marlink.com
8. Original period of performance FROM: March 12, 2010 TO: December 31, 2012		9. Amended period of performance FROM: March 12, 2010 TO: June 30, 2018
10. Previous amount of contract to date: \$6,937,507.88	11. Amount of this amendment: \$345,477.54	12. This amended contract shall not exceed a total of \$7,282,985.42
<p>13. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows:</p> <p>Per the authority of RFP #2510S045, Section 1.02 Contract Terms and Work Schedule, this contract is put on month-to-month extension beginning on April 1, 2017 and ending on June 30, 2018. Unless a contract amendment is issued extending the contract again or a 30-days cancellation notice is issued, this contract will terminate on June 30, 2018.</p> <p>The Not to Exceed amount is increased by \$345,477.54 to a new Not to Exceed total of \$6,937,507.88.</p> <p>All other terms and conditions of the contract remain in effect.</p> <p>IN WITNESS WHEREOF the parties hereto have executed this amendment.</p> <p>NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.</p>		

14. CONTRACTOR		<p>16. 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 alterations on a public record, or knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - .820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm Marlink AS			
Signature of Authorized Representative 	Date 18/12/2017		
Typed or Printed Name of Authorized Representative Stein Anderssen			
Title Chief of Staff / Chairman			
15. CONTRACTING AGENCY		Signature of Head Contracting Agency or Designee 	
Department/Division DOT&PF, Alaska Marine Highway System		Date 12/21/2017	
Signature of Project Director 		Typed or Printed Name of Authorizing Official John C. Wynne	
Date 12-20-17		Title Procurement Officer	
Typed or Printed Name of Project Director John F. Falvey, Jr.			
Title General Manager			

STATE OF ALASKA

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number 2510S045
2. Optional Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Years remaining 0
3. Financial Coding TMH020 3224 3037 3000 25MVO1076 M040 KTKN MKCO
4. Agency Assigned Encumbrance Number
5. Amendment No. NINETEEN (19)

This agreement is between the State of Alaska,		
6. Department of Transportation & Public Facilities		
hereafter the State, and		
7. Contractor Marlink AS.		
hereafter the Contractor		
Mailing Address 1700 Rockville Pike, Suite 400, Rockville, MD 20852		Contact Information Anthony Queenan 281-809-9714 anthony.queenan@marlink.com
8. Original period of performance FROM: March 12, 2010 TO: December 31, 2012		9. Amended period of performance FROM: March 12, 2010 TO: June 30, 2018
10. Previous amount of contract to date: \$6,937,507.88	11. Amount of this amendment: \$345,477.54	12. This amended contract shall not exceed a total of \$7,282,985.42
<p>13. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows:</p> <p>Per the authority of RFP #2510S045, Section 1.02 Contract Terms and Work Schedule, this contract is put on month-to-month extension beginning on April 1, 2017 and ending on June 30, 2018. Unless a contract amendment is issued extending the contract again or a 30-days cancellation notice is issued, this contract will terminate on June 30, 2018.</p> <p>The Not to Exceed amount is increased by \$345,477.54 to a new Not to Exceed total of \$6,937,507.88.</p> <p>All other terms and conditions of the contract remain in effect.</p> <p>IN WITNESS WHEREOF the parties hereto have executed this amendment.</p> <p>NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.</p>		

14. CONTRACTOR		16. 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 alterations on a public record, or knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - .820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm Marlink AS			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative Stein Anderssen			
Title Chief of Staff / Chairman			
15. CONTRACTING AGENCY		Signature of Head Contracting Agency or Designee	Date
Department/Division DOT&PF, Alaska Marine Highway System		Typed or Printed Name of Authorizing Official John C. Wynne	
Signature of Project Director	Date	Title Procurement Officer	
Typed or Printed Name of Project Director John F. Falvey, Jr.			
Title General Manager			

AMENDED APPENDIX C & D**APPENDIX C
SCOPE OF WORK**

In order to maintain VSAT satellite service to the AMHS ferry fleet until a new contract can be established, this contract is put on a month-to-month extension beginning on April 1, 2017 and ending on June 30, 2018, unless a 30-days cancellation notice is issued.

**APPENDIX D
PAYMENT SCHEDULE**

Payment for services provided under this contract **shall not exceed \$7,282,985.42** for the period of performance of this contract – **March 12, 2010 through June 30, 2018**. The amended Appendix D Payment Schedule is shown below.

FY2017 MONTHLY VSAT SERVICE CHARGES - AMENDMENT #16			
VESSEL	MONTHS OF SERVICE	UNIT PRICE	TOTAL PRICE
M/V Aurora	3	\$5,686.87	\$17,060.61
M/V Columbia	3	\$10,662.89	\$31,988.67
FVF Fairweather	3	\$2,843.44	\$8,530.32
M/V Kennicott	3	\$10,662.89	\$31,988.67
M/V LeConte	3	\$5,686.87	\$17,060.61
M/V Lituya	3	\$1,421.72	\$4,265.16
M/V Malaspina	3	\$7,108.59	\$21,325.77
M/V Matanuska	3	\$7,108.59	\$21,325.77
M/V Tustumena	3	\$6,397.73	<u>\$19,193.19</u>
TOTAL AMENDED COST APRIL - JUNE 2017			\$172,738.77

FY2018 MONTHLY VSAT SERVICE CHARGES - AMENDMENT #17			
VESSEL	MONTHS OF SERVICE	UNIT PRICE	TOTAL PRICE
M/V Aurora	6	\$5,686.87	\$34,121.22
M/V Columbia	6	\$10,662.89	\$63,977.34
FVF Fairweather	6	\$2,843.44	\$17,060.64
M/V Kennicott	6	\$10,662.89	\$63,977.34
M/V LeConte	6	\$5,686.87	\$34,121.22
M/V Lituya	6	\$1,421.72	\$8,530.32
M/V Malaspina	6	\$7,108.59	\$42,651.54
M/V Matanuska	6	\$7,108.59	\$42,651.54
M/V Tustumena	6	\$6,397.73	\$38,386.38
TOTAL AMENDED COST JULY - DECEMBER 2017			\$345,477.54

FY2018 MONTHLY VSAT SERVICE CHARGES – AMENDMENT #19			
VESSEL	MONTHS OF SERVICE	UNIT PRICE	TOTAL PRICE
M/V Aurora	6	\$5,686.87	\$34,121.22
M/V Columbia	6	\$10,662.89	\$63,977.34
FVF Fairweather	6	\$2,843.44	\$17,060.64
M/V Kennicott	6	\$10,662.89	\$63,977.34
M/V LeConte	6	\$5,686.87	\$34,121.22
M/V Lituya	6	\$1,421.72	\$8,530.32
M/V Malaspina	6	\$7,108.59	\$42,651.54
M/V Matanuska	6	\$7,108.59	\$42,651.54
M/V Tustumena	6	\$6,397.73	<u>\$38,386.38</u>
TOTAL AMENDED COST JANUARY - JUNE 2018			\$345,477.54