

STATE OF ALASKA									
STANDARD AGREEMENT FORM					PROFESSIONAL SERVICES				
The parties' contract comprises this Standard Agreement Form as well as its referenced Articles and their associated Appendices									
1.Agency Contract #		2027-0700-0059 / 727AVC1081		2.Contract Title		AVTEC Campus Management System			
3.VSS Vendor #				4.IRIS Transaction ID#				5.AK Business License #	
This contract is between the State of Alaska,									
6.Department of		Labor & Workforce Development		7.Division		Alaska Vocational Technical Center		hereafter the State, and	
8.Contract								hereafter the Contractor	
9.Mailing Address: Street or P.O. Box									
City				State				Zip Code+4	
Point of Contact:				Phone				Email Address	
10.									
ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.									
ARTICLE 2. Performance of Contract									
2.1: Appendix A (General Conditions), Items 1 through 17, govern contract performance.									
2.2: Appendix B sets forth the indemnification and insurance provisions of this contract.									
2.3: Appendix C sets forth the scope of work/services to be performed by the Contractor.									
ARTICLE 3. Period of Performance: The Period of Performance for this contract begins on 10/01/2026 and ends on 6/30/2028. There are four one-year renewal options available under this contract to be exercised solely by the state.									
ARTICLE 4. Consideration:									
4.1: In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed: \$???????????? in accordance with the provisions of Appendix D.									
4.2: When billing the State, the Contractor shall refer to the Agency Contract Number and send the billing to:									
11.Department of		Labor & Workforce Development		Attn:		Dusti Cummins		Division of	
								Alaska Vocational Technical Center (AVTEC)	
Mailing Address: Street of P.O. Box		809 Second Avenue, PO Box 889							
City		Seward		State		AK.		Zip Code+4	
								99664	
Point of Contact		Dusti Cummis				Email Address		Dusti.cummins@avtec.edu	
12.		CONTRACTOR				14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entities or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove, or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-820. Other disciplinary action may be taken up to and including dismissal.			
Name of Firm									
Signature of Authorized Representative									
Printed Name of Authorized Rep.									
Title:				Date					
13		CONTRACTING AGENCY							
Department				Division				Signature of Head of Contracting Agency or Designee	
Signature of Procurement Officer						Printed Name		Dan DeBartolo	
Printed Name of Procurement Officer						Title:		Director Administrative Services Division	
Title				Date				Date	

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

**APPENDIX A
GENERAL PROVISIONS**

Article 1 Definitions

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2 Inspections and Reports

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3 Disputes

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4 Equal Employment Opportunity

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5 Termination

- 5.1 The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.
- 5.2 The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

Article 6 No Assignment or Delegation

- 6.1 The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7 No Additional Work or Material

7.1 No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8 Independent Contractor

8.1 The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9 Payment of Taxes

9.1 As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10 Ownership of Documents

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

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

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

Article 11 Governing Law; Forum Selection

11.1 This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12 Conflicting Provisions

12.1 Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1).

12.2 The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13 Officials Not to Benefit

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

Article 14 Covenant Against Contingent Fees

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

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

Article 15 Compliance

15.1 In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16 Force Majeure

16.1 The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

16.2 For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

Article 17 Disclosure of Contract Contents.

17.1 This contract and any amendment is a public record subject to disclosure under, for example, the Alaska Public Records Act. The contractor asserts that the information redacted in the attached copy of the contract is protected under federal or State of Alaska (State) law. If the nondisclosure of any such information is contested, the contractor will identify each authority that supports each nondisclosure, explain in detail why the authority supports the nondisclosure, provide a detailed affidavit supporting each nondisclosure, and otherwise fully support the State in defending each nondisclosure—e.g., provide briefs—in any court or administrative proceeding. Not doing so constitutes a withdrawal of the assertion that any information is protected and a waiver of any confidentiality; doing so does not obligate the State to protect any information. The State will only notify the contractor of an Alaska Public Records Act or other request for the contract if someone objects to the nondisclosure of the redacted information or the State decides to disclose the information.



APPENDIX B3 - INDEMNITY AND INSURANCE

Article 1. Indemnification

The contractor shall indemnify, hold harmless, and defend the State of Alaska 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 State of Alaska for a claim for, or liability for, the independent negligence of the State of Alaska. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the State of Alaska, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "State of Alaska", 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 State of Alaska's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

Article 2. Insurance

Without limiting the contractor's indemnification, it is agreed that the 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 of Alaska shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. If the insurer does not notify the State of Alaska on policy cancellation it shall be the contractor's responsibility to notify the State of Alaska of such cancellation.

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. All policies for general liability shall be primary and non-contributing with any insurance that may be carried by the State of Alaska.

The contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and contractor shall ensure that the State is an additional insured on insurance required from subcontractors.

CONTRACT # 2027-0700-0059
APPENDIX C
SCOPE OF SERVICES

Contractor shall provide the services below:

The Department requires a qualified contractor to provide and implement a comprehensive Software-as-a-Service (SaaS) Student Information System (SIS) that supports AVTEC's academic, administrative, and student service operations.

The contractor will provide a commercially available SaaS Student Information System; perform project planning, system configuration, data migration from the existing Anthology system, testing, implementation, user training, and go-live support; and provide ongoing software maintenance, technical support, and system updates throughout the contract term.

Helpful informational material that will be provided to the contractor includes information regarding AVTEC's current operating environment, student population, program offerings, existing business processes, current Student Information System, project objectives, implementation timeline, and functional, technical, security, and data migration requirements as identified in this solicitation.

The goal of this project is to successfully replace AVTEC's existing Student Information System with a modern, secure, and scalable SaaS solution that improves operational efficiency, enhances data management and reporting capabilities, supports the institution's current and future operational needs, and is fully implemented and operational by July 1, 2027.

1. General Requirements

The Contractor shall provide a commercially available, fully hosted Software-as-a-Service (SaaS) Student Information System (SIS) that supports AVTEC's academic, administrative, and student service operations. The Contractor shall furnish all labor, project management, software, licensing, implementation services, data migration, training, documentation, technical support, maintenance, and other resources necessary to successfully implement and support the proposed solution throughout the contract term.

The Contractor shall be responsible for providing all resources necessary to deliver a complete and operational Student Information System solution, including but not limited to:

- Providing all software licenses, subscriptions, hosting services, and required system components.
- Providing qualified personnel with experience implementing SaaS Student Information Systems.
- Providing project management and coordination with AVTEC stakeholders.
- Identifying implementation risks and recommending mitigation strategies.
- Providing timely communication regarding project status, issues, and required decisions.
- Ensuring the proposed solution meets applicable State, federal, and industry requirements.

The proposed solution shall be a fully integrated system capable of supporting AVTEC's current operational needs while providing flexibility to accommodate future institutional growth.

The ideal student information and administration system should provide comprehensive support across all phases of the student lifecycle and institutional operations, including the following capabilities:

2. Admissions Management

Support the complete admissions process for all program types, including Apprenticeship, Maritime, Short-Term Courses, and Long-Term Courses. Functionality should include application processing, document management, test result tracking, and applicant communication/contact tracking.

3. Flexible Program Configuration

Allow for flexible setup and management of academic terms, courses, and programs to accommodate evolving institutional needs.

4. Fee Management

Provide configurable fee structures, with the ability to assign and manage fees at the course, term, and program levels.

5. Financial Aid/Accounting Administration and Compliance

Manage financial aid processing and accounting, including the import and administration of ISIR and COD data. The system should track and apply funding sources toward tuition, fees, supplies, and other educational expenses while providing robust reporting tools to ensure compliance with applicable state and federal regulations.

6. Attendance Tracking

Enable comprehensive attendance monitoring and reporting throughout the duration of each course.

7. Grade Management

Provide instructors with secure access to enter and manage student grades within the system.

8. Academic Records and Transcripts

Generate official transcripts and maintain complete academic records for current and former students.

9. Graduate Placement Tracking

Track employment and placement outcomes for graduates to support institutional reporting requirements and accreditation standards.

10. Student Housing and Residential Life Management

Include residential life functionality, such as housing assignments, resident rosters, housing payments, and related administrative processes.

11. Emergency Communication Capabilities

Support emergency SMS messaging and notification functions to meet the communication needs of residential students and staff.

12. Implementation and Project Management: Requirements for implementation planning, project milestones, configuration, testing, go-live preparation, and post-implementation support.

13. Data Migration: Specific requirements for migrating historical student data from Anthology, including data mapping, validation, testing, and ensuring records are retained and accessible in the new system.

14. System Integrations: Any required integrations with existing systems, including financial aid, accounting, communication tools, authentication systems, or other State/campus systems.

15. Reporting and Compliance: Additional requirements related to standard and custom reporting, accreditation reporting, regulatory compliance, and data exports.

16. Security and System Administration: SaaS hosting requirements, security standards, user roles and permissions, data protection, and audit capabilities.

17. Training and Support: Vendor expectations for administrator training, user training, documentation, ongoing support, maintenance, and system updates throughout the contract term.

18. Contract Deliverables and Acceptance Criteria: Defining key project deliverables and milestones to ensure successful implementation and acceptance of the system.

19. Project Completion: The Contractor shall complete implementation, data migration, testing, training, and production deployment such that the Student Information System is fully operational no later than **July 1, 2027**.

The contractor will be required to provide the following deliverables:

- 1) A Project Management Plan, including the implementation methodology, project schedule, milestones, communication plan, risk management approach, and go-live strategy.
- 2) A fully configured, hosted, and operational Student Information System (SIS) that supports admissions for all program types including Apprenticeship, Maritime, Short-Term Course, and Long-Term Course. Functionality includes application tracking, test result tracking, and applicant communications/contact tracking. SIS also needs to include enrollment, student records, attendance, grading, transcripts, financial aid administration, fee management, residence life, emergency communications, graduate placement tracking, and reporting.
- 3) A flexible program configuration – allows for flexible setup and management of academic terms, course, and programs to accommodate evolving institutional needs.
- 4) A completed data migration from the existing Anthology system, including data extraction, mapping, conversion, validation, testing, reconciliation, and verification of historical student records.
- 5) Fully implemented and tested integrations with required State, campus, and third-party systems, including financial aid, accounting, authentication, and communication platforms.
- 6) Standard and custom reports, data export capabilities, and compliance reporting necessary to support institutional operations, accreditation, and applicable state and federal reporting requirements.
- 7) A secure SaaS solution configured with user roles, permissions, authentication, audit logging, backup and disaster recovery capabilities, and safeguards to protect student information.
- 8) Completion of system configuration, testing, user acceptance testing (UAT), issue resolution, production deployment, and successful go-live.
- 9) Administrator and end-user training, training materials, user documentation, and system administration documentation.
- 10) Ongoing technical support, software maintenance, system updates, and customer support services throughout the contract term in accordance with the contracted service levels.

IT Security Review and Approval: The Contractor's solution shall be subject to review by the State's information technology and security representatives. The Contractor shall cooperate with the State's security review process and provide documentation necessary to verify compliance with applicable State security requirements. System implementation and production deployment shall not occur until required security reviews and approvals have been completed.

The proposed Student Management System and all associated hosting, support, and provided services shall comply with all applicable requirements of IRS Publication 1075, IRC §6103(l)(13), ISP 191, The Higher Education Act, the SAIG agreement, and applicable Education Department security requirements. The vendors proposal will be evaluated in part by their risk assessment performed according to ISP 191.

As part of the RFP response, the bidder shall provide a signed statement of compliance with the above security requirements. **Submittal Form G** is provided for the offeror's signature. The bidder shall identify any exceptions, limitations, or areas of non-compliance and provide proposed remediation plans and timelines on Submittal Form G.

The SOA Security Plan (ISP-162 and ISP-123) will be a required attachment to this proposal. The qualified bidder shall complete and submit the Security Plan as a separate attachment to the proposal. The Department will evaluate the completed Security Plan and conduct a risk assessment in accordance with ISP-191 prior to proposal evaluations. If the proposal passes the Security Plan/Risk Assessment, it will then proceed to be evaluated in accordance with the evaluation criteria detailed in Section 4.03 through 4.08.

All data entered into, generated by, or maintained within the system on behalf of the State of Alaska shall remain the sole property of the State. The Contractor shall not retain or use State data after contract expiration or termination except as required by law or expressly authorized by the State.

The term of this contract is from **October 1, 2026 to June 30, 2028** with four one-year renewal options.