



STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

DIVISION OF GENERAL SERVICES

333 WILLOUGBY AVE, ROOM 700

JUNEAU, AK

REQUEST FOR PROPOSALS

CORE TELECOMMUNICATIONS SERVICES

RFP #2015-0200-2583

MAY 29, 2014

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

Jason Soza

Procurement Officer

Department of Administration

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SECTION 1: PROJECT SUMMARY

1.1 PROJECT OVERVIEW

The State of Alaska (“the State”), Department of Administration, is requesting proposals to provide core voice, video, data, and help center services. The State will only consider proposals from financially responsible firms presently engaged in the business of telecommunications services. Each Offeror must furnish the required documents in the required format as outlined in this RFP in order to be considered responsive.

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

1.2 PROJECT DETAILS AND DESIRED OUTCOMES

The primary goals of this service are to provide the State with reliable telecommunications services that will assist the State in performing key government services and business operations. Please review all Exhibits for additional State requirements with regards to this service.

1.3 PROJECT TERM

The length of this contract will be for an initial term of 2 years, with up to 4 one-year optional renewal periods that may be exercised at the sole discretion of the State.

1.4 PROJECT BUDGET

The budget for this project is \$10,000,000 per year.

1.5 CURRENT CONDITIONS

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

SECTION 2: INSTRUCTIONS TO OFFERORS

2.1 PROCUREMENT OFFICER

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

Jason Soza
Chief Procurement Officer
Department of Administration

Email: jason.soza@alaska.gov

Address: PO Box 110210
Juneau, AK 99811-0210

State Office Building
333 Willoughby Ave, Room 700
Juneau, AK 99801

2.2 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Procurement Officer at least 10 days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Procurement Officer, in writing, at least 10 days before the time set for opening.

2.3 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS

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

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered by direct reply. Other questions may be more complex and may require a written amendment to the RFP. The Procurement Officer will make this decision.

2.4 PROCUREMENT SCHEDULE

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

No	Activity	Date
1	Educational Meeting (Juneau)	5/14/2014
2	Draft RFP Issued	5/30/2014
3	Deadline for Initial Written Comments / Questions	6/20/2014
4	Pre-Proposal Meeting (Anchorage)	6/23/2014
5	Deadline for Final Comments / Questions	6/25/2014
6	RFP Finalized	6/30/2014
7	Proposals Due	7/14/2014
8	Evaluations Due	7/17/2014
9	Shortlisting	7/18/2014
10	Interviews (Anchorage)	7/29/2014
11	Identify potential Best Value proposer	8/4/2014
12	Invitation into Phase 2	8/5/2014
13	Overview / Kick-Off Meeting (Anchorage)	8/11/2014
14	Clarification Period Summary Meeting	9/22/2014
15	Anticipated Award	9/24/2014

2.5 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be conducted to provide an overview of the project and answer any questions. Potential Offerors are strongly encouraged to send their potential Project Manager and the Systems Engineer to the conference to obtain the greatest educational benefit. Attendance at this conference is not mandatory, but is highly recommended.

Date | Time: June 23, 2014 @ 9:00am

Location: Department of Public Safety Crime Lab Classroom
4805 Dr Martin Luther King Jr Ave
Anchorage, AK 99507

2.6 ADDENDA

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

SECTION 3: SUBMISSION OF THE PROPOSAL

3.1 DATE, TIME, AND LOCATION

All proposal packages **MUST** be received no later than the date/time indicated in the Procurement Schedule in Section 2.3 (“Proposal Due Date”). Proposals received after this deadline will **NOT** be accepted. The proposal package must be delivered to the Procurement Officer (Section 2.1). The State is not responsible for the timeliness of mailed documents, nor will the State accept any proposal delivered to a different location.

3.2 FORMAT

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

3.3 NUMBER OF RESPONSES

Each Offeror shall submit 7 original hardcopies of all attachments **EXCEPT** for Attachment I Cost Proposal. 1 original hardcopy of Attachment I Cost Proposal must be submitted in a separate sealed envelope. 1 electronic copy of the entire proposal must be submitted in PDF format. Proposals submitted by facsimile or email will not be accepted.

3.4 PROPOSAL PACKAGE CONTENTS AND REQUIREMENTS

Each Offeror shall submit 1 proposal package for each Service Bundle(s) being proposed on. The Offeror **MUST** indicate which Service Bundle is being proposed on in Attachment A. Failure to indicate which Service Bundle is being proposed on may result in the proposal being deemed non-responsive.

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

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

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

SECTION 4: PROPOSAL REQUIREMENTS AND FORMAT

4.1 OVERVIEW

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

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

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

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

4.2 ATTACHMENT TEMPLATES

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

4.3 PROPOSAL FORM (ATTACHMENT A)

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

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

This document must also be signed by the person authorized to contractually obligate the Offeror/Organization.

4.4 PROPOSAL FORM (ATTACHMENT B)

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

- Identification of the critical project team, including:

- Project Manager – will be the daily single point of contact for the State for this service (the State can contact at any time to resolve any issues and answer any questions) and will be the lead for the execution of this service for the entire duration of the service.
- Systems Engineer – will be on the jobsite every day for the entire duration of the service.
- These individuals shall be used by Offeror for the duration of the Contract resulting from this RFP. These individuals CANNOT be removed or replaced, unless requested to do so by the State.
- Completion of all certification Statements
- Completion of information regarding Alaska preferences

4.5 SERVICE PLAN (ATTACHMENT C)

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

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

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

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

4.6 RISK ASSESSMENT PLAN (ATTACHMENT D)

The Offeror shall prepare and submit Attachment D. The Risk Assessment Plan should address risks that may impact the successful delivery of this service, considering all expectations as described in this RFP. The Offeror should list and prioritize major risk items that are unique and applicable to this project. This includes areas that may cause the project to not be completed on time, generate cost increases or change orders, or may be a source of dissatisfaction for the owner. The Offeror should rely on and use their past experience and knowledge of completing similar projects to identify these potential risks.

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

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

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

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

4.7 VALUE ASSESSMENT PLAN (ATTACHMENT E)

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

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

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

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

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

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

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

Reference List Requirements (Attachment F)

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

Survey Questionnaires (Attachment G)

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

- Returned surveys must be packaged together and submitted with the Offeror's proposal

Past Performance Information Score (Attachment H)

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

4.9 COST PROPOSAL (ATTACHMENT I)

The Offeror shall prepare and submit the Cost Proposal (Attachment I). The total cost (lump sum) shall be used in the analysis. The total cost (lump sum) shall include the cost for everything that is necessary to meet the requirements of the State as described in the RFP. This cost shall include (but is not limited to): materials, products, labor, subcontractors, suppliers, equipment, training, fees, overhead, profits, travel, all taxes and all direct and indirect costs. Offerors must complete all fields in Section 1 for each Service Bundle that is being proposed on and all fields in Section 2.

The Offeror shall submit estimated costs (if any) for each value added item from the Offeror's Value Assessment Plan in Attachment I and estimated schedule impacts (if any).

Service Component 1 - Wired Telephony

The Contractor will be responsible for all of the State's telephony-based services including the provisioning of all systems and services specified in Exhibit 1, Section 2.3 Wired Telephony Services. The State will always be provided the level of voice resources required to meet all business needs. For these services, the actual utilization of these resources will be measured and billed based upon the monthly installed base of the specific number of telephones in use by authorized State personnel or their representatives. The unit charges will be based upon a fully loaded, installed asset including all activities described in this RFP.

Service Component 2 - Data Network Services

The Contractor will be responsible for all of the State's data network services including the provisioning of all systems and services specified in Exhibit 1, Section 2.4 Data Network Services. The State will always be provided the level of services and resources required to meet all business needs. Charges will be based upon a fully loaded, installed asset including all activities described in this RFP.

Service Component 3 – Video Conferencing Services

The Contractor will be responsible for the current video systems utilized by the State as specified in Exhibit 1, Section 2.5 Video Conferencing Services. For these services the Contractor will propose the cost on a monthly and annual basis for maintaining the current configuration. The pricing should include all aspects in maintaining these systems including standard moves, replacement of worn components and incremental adds that would normally occur in a dynamic organization.

Service Component 4 – End User Support Services (Help Desk)

The Contractor will be responsible for all of the State's help desk services including all related inbound and outbound services on an on-demand basis as specified in Exhibit 1, Section 2.6 End-User Support Services. The State's utilization will be measured and billed on a monthly flat fee basis derived from the State's estimated call volume shown in Attachment J.

SECTION 5: EVALUATION PROCESS

5.1 OVERVIEW

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

5.2 EVALUATION SUMMARY

Proposals will be prioritized based on the categories described below. Note: Only shortlisted Offerors will be evaluated and receive points for Interviews.

Evaluation Category	Points
Past Performance Information (Firm, Primary Subcontractor, Project Manager & Systems Engineer)	50
Risk Assessment Plan	175
Value Assessment Plan	125
Interviews (Project Manager & Systems Engineer)	300
Alaska Offeror Preference	100
Price	250
Total	1,000

5.3 RESPONSIVE AND RESPONSIBLE

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

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

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

- Has unsatisfactorily performed work for the State (in the State’s opinion).
- Has a current contract with the State which is not in good standing.
- Has had a contract terminated by the State for non-performance.
- Is engaged in unresolved disputes or is in litigation with the State.
- Has been, or is presently debarred, suspended, proposed for debarment, or declared ineligible for award of a contract by any public entity.
- Has had judgments rendered against them for fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or tax evasion.

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

5.4 EVALUATION COMMITTEE

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

5.5 SHORTLISTING OFFERORS

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

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

5.6 INTERVIEWS

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

Interviews are expected to last approximately 20 minutes per individual. No other individuals (from the Offeror’s organization) will be allowed to sit in or participate during the interview session. Interviewees may not bring notes or handouts. The State will interview individuals separately. Interviewees will be prohibited from making any

reference to their proposed cost proposal. The State may request additional information prior to interviews and may request to interview additional personnel.

5.7 FINAL PRIORITIZATION OF OFFERORS

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

5.8 COST REASONABLENESS

The Procurement Officer will perform a cost reasonableness assessment of the highest prioritized Offeror (as described in Section 5.7) in the following manner:

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

SECTION 6: CLARIFICATION PERIOD

6.1 OVERVIEW

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

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

6.2 REQUIRED ACTIVITIES / DELIVERABLES

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

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

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

6.3 CLARIFICATION DOCUMENT

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

6.4 NEGOTIATION PERIOD

Per 2 AAC 12.315, the State reserves the right to negotiate with the potential best-valued Offeror during the Clarification Period. This may include, but is not limited to,

modifying the scope of the project (time, cost, quality, expectations, etc.). If any changes are made, the changes may not have the effect of changing the ranking of the highest ranked proposal. Any negotiations will not constitute a legally binding offer to enter into a contract on the part of the State or the Offeror. When the Negotiation Period has been completed, the Offeror shall submit an Amended Clarification Document which shall include any changes to the proposal based on the negotiations with the State.

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

6.5 ADDITIONAL TERMS AND CONDITIONS

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

6.6 FAILURE TO ENTER INTO AN AGREEMENT

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

SECTION 7: INTENT TO AWARD AND POST-AWARD METRICS

7.1 NOTICE OF INTENT TO AWARD

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

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

7.2 WEEKLY RISK REPORTING SYSTEM

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

7.3 POST PROJECT EVALUATION

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

SECTION 8: ADDITIONAL CONDITIONS AND REQUIREMENTS

8.1 CONTRACT HOLDOVER

The State and the successful Offeror agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

8.2 LOCATION OF WORK

Work will be performed at various State locations throughout Alaska.

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

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

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

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

8.3 HUMAN TRAFFICKING

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

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

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

8.4 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

8.5 AMENDMENTS

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

8.6 ALTERNATE PROPOSALS

Except as otherwise provided in this RFP, Offerors may only submit one proposal for evaluation.

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

8.7 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

8.8 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

8.9 DISCLOSURE OF PROPOSAL CONTENTS

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

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

8.10 SUBCONTRACTORS

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

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

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

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

8.11 JOINT VENTURES

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

8.12 OFFEROR'S CERTIFICATION

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

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

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

8.13 CONFLICT OF INTEREST

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

8.14 RIGHT TO INSPECT PLACE OF BUSINESS

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

8.15 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

8.16 NEWS RELEASES

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

8.17 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

8.18 DISPUTES

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

8.19 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

8.20 FEDERAL REQUIREMENTS

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

8.21 SITE INSPECTION

The State may conduct on-site visits to evaluate the Offeror's capacity to perform the contract. An Offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work

sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

8.22 AMENDMENTS TO PROPOSALS

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

8.23 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section **8.9 Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

8.24 CLARIFICATION OF OFFERS

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

8.25 DISCUSSION WITH OFFERORS

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

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

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

8.26 VENDOR TAX ID

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

8.27 F.O.B. POINT

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

8.28 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

8.29 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Service's web site:

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

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

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

**8.30 5 PERCENT ALASKA BIDDER PREFERENCE
AS 36.30.321(A), AS 36.30.990(2), & 2AAC 12.260**

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

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

Alaska Bidder Preference Affidavit

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

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

If the Offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or

partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

**8.31 5 PERCENT ALASKA VETERAN PREFERENCE
AS 36.30.321(f)**

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

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

Alaska Veteran Preference Affidavit

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

**8.32 FORMULA USED TO CONVERT COST TO POINTS
AS 36.30.250 & 2 AAC 12.260**

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

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

**8.33 ALASKA OFFEROR PREFERENCE
AS 36.30.321 & 2AAC 12.260**

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

8.34 PROTEST

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

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

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

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

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

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

8.35 CONTRACT TYPE

State agencies will request services from the contract resulting from this RFP through the SDM system and in coordination with the State of Alaska, Department of Administration, Enterprise Technology Services. The Contractor shall not accept orders from any State agency unless documented in the SDM system.

This contract will include two (2) types of pricing:

- Some services will be firm fixed price.
- Some services will be provided on a quoted Time and Materials (T & M) basis per project, with not-to-exceed, maximum dollar amount limits. The State will request quotes on specific projects, commodities or services, the contractor shall provide quote in the form of a plan narrative, bill of materials and as built documentation. These shall be accomplished within or attached to the appropriate SDM ticket. If the quote is acceptable, the State shall direct the contractor to proceed. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to acceptance from the State within the SDM system.

No travel costs will be allowed for work performed in Anchorage, Juneau and Fairbanks. Travel costs to other locations will be calculated from the closest core city (Anchorage, Juneau, or Fairbanks) and will be reimbursed in accordance with the Alaska Administrative Manual (AAM) Chapter 60.

8.36 CONTRACT APPROVAL

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

8.37 STANDARD CONTRACT PROVISIONS

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

8.38 PROPOSAL AS PART OF THE CONTRACT

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

8.39 INSURANCE REQUIREMENTS

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

Offerors must review form Appendix B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in Appendix B1 must be set out in the Offeror's proposal.

8.40 CONTRACT FUNDING

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

8.41 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

8.42 CONTRACT PAYMENT

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

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

8.43 CONTRACT PERSONNEL

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

8.44 INSPECTION & MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

8.45 TERMINATION FOR DEFAULT

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

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

8.46 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

8.47 CONTRACT INVALIDATION

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

8.48 NONDISCLOSURE AND CONFIDENTIALITY

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

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic,

tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska Information Security Policies provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

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

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

ATTACHMENTS AND EXHIBITS

1- EXHIBITS

- a. EXHIBIT 1 – PROJECT DETAILS AND DESIRED OUTCOMES
- b. EXHIBIT 2 – CURRENT CONDITIONS

2- ATTACHMENTS

- a. Attachment A – Proposal Cover Sheet
- b. Attachment B – Proposal Form
- c. Attachment C* – Service Plan
- d. Attachment D* – Risk Assessment Plan
- e. Attachment E* – Value Assessment Plan
- f. Attachment F – Reference List
- g. Attachment G – Survey Questionnaires
- h. Attachment H – Past Performance Information Scores
- i. Attachment I – Cost Proposal Form
- j. Attachment J – Asset Inventory
- k. Attachment K – Service Level Agreements (SLAs)
- l. Attachment L – Standard Agreement Form / Appendix A
- m. Attachment M – Appendix B1 Indemnity & Insurance

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

EXHIBIT 1

PROJECT DETAILS AND DESIRED OUTCOMES

SECTION 1: GOALS AND EXPECTATIONS

The State is seeking a contractor to perform the operations and maintenance of all existing State, executive branch and co-op partner agency telephone, data, and video networks. This includes help desk services for all services provided across the State networks, including some services which are not provided by the successful Offeror under this RFP.

SECTION 2: SCOPE OF WORK

The State requires the successful Offeror (“Contractor”) to supply core telecommunication services to all State executive branch agencies and to all other entities to which the State’s Department of Administration currently provides telecommunications services or may provide telecommunications services to in the future. This includes those State agencies outside of the executive branch (e.g., the Legislature, the Court System, the University System, the Alaska Railroad, etc.) that have separate procurement authority, but may choose to participate in this procurement effort. Existing statute permits the Department of Military and Veteran Affairs (DMVA), an executive branch agency, to independently supplement telecommunications services in the event of a declared disaster.

Regardless of the initial designation of in-scope, in-scope for a fee or out of scope, all requests for telecommunications services fielded by the provider must be entered into the States’ SDM service request system for disposition of the telecommunications request by ETS.

Detailed information on the telecommunications assets of agencies are provided in Attachment J.

2.1 MAIN SERVICE COMPONENTS

The following sections outline the State's current environment, functional requirements and Service Level Agreements (SLA's) for each in-scope service component. They have been divided and grouped into various "service bundles."

The State's telecommunications service Contractor will be required to perform all of the in-scope or in-scope for a fee telecommunications services that the State currently performs or procures and has identified as a mandatory service. Unless otherwise noted, all components are mandatory.

#	Service Component	General Description
1	Wired Telephony Services	Voice switching for Internet Protocol Telephony (IPT) at all existing locations, future VoIP sites deployed as Greenfield , cabling; voicemail, Enhanced Telephony Services (CTI applications); local telephone services; long distance services; toll free services, audio-conferencing; maintenance and repair; moves, adds and changes for all systems. The State expects offerors will show a reduced cost for maintenance of the IPT system(s) over previous efforts.
		a. Small PBX support: Following general State guidelines, provide consulting, needs assessment, design services, optional acquisition, and Public Switched Telephone Network (PSTN) to IP network media gateway services.
2	Data Network Services	Wide Area Network management including routers, hub routers, data switches, firewalls, intrusion detection systems, CSU/DSUs, and modem pools; frame relay including frame relay services and interface equipment; dedicated and shared line connectivity; Internet connectivity; remote Dial-up connectivity; DMZ services, network monitoring and management, DNS security; maintenance and repair; moves, adds and changes for all systems.
		a. Core Backbone Network connectivity: Low latency, high bandwidth, redundant circuits between core sites and facilities in Juneau, Anchorage, & Fairbanks.
		b. Internet connectivity: Managed, dedicated and secure high bandwidth internet access in, at least, two locations.
3	Video Conferencing Services	Video-conferencing including bridges; video over IP packet network; moves, adds and changes; operations, maintenance, repair and reporting.
4	End-User Support Services	Help Desk; System Administration; System Requests; Other Support Services and reporting.

2.1.1 Retained Authorities

The State will retain core technology management functions, including strategic planning, quality assurance, approvals for procurement of hardware/software, approvals for improvements and expansion of infrastructure and vendor/contract management. The State will retain authority over specific IT and telecommunications functions, as follows:

- a. Strategic and Operational planning:** The State has final authority for and primary responsibility of technology strategic planning with assistance from the Contractor. The Contractor is expected to assist in: (i) development of goals and objectives; (ii) assessment of the current environment; (iii) analysis of alternatives; (iv) development of recommended directions and solutions; (v) development of technology standards; (vi) development of implementation plans; and other areas as appropriate. The State will also retain primary responsibility and authority (with assistance from the Contractor) over operational planning as it relates to the development and approval of initiatives that affect the Contractor's scope of services, and/or strategic directions of the State's technology environment and contract with the Contractor. This includes the statewide coordination and approval of specific departmental requests for service that are in scope for a fee services beyond the basic scope of services provided by the Contractor or directly modify the Service Level Agreements (SLAs) determined through this RFP process.
- b. Local Area Network Operations and Management:** Individual State agencies will continue to be responsible for the operation of their own local area networks (LANs) and Data Centers. Recent upgrade of the IPT telephony continues the landscape environment that requires oversight and coordination of change and configuration management on the LANs with IPT data switches. Oversight of the LAN environments by ETS was approved by policy change through the Administrative Services Directors and the Enterprise Investment Board/Commissioner of the Department of Administration, chairing IT Governance for the State of Alaska. Agency LAN administrators will continue to provide support to users from the WAN point-of-presence to the desktop. The Contractor is expected to work closely with both ETS and LAN administrative staff to resolve WAN/LAN configuration issues and to resolve system performance issues.
- c. Co-location Services:** The State may wish to co-locate equipment with the provider. The State does not expect to pay any lease cost for space identified and used as co-location space for telecommunication equipment during the life of this agreement.
- d. Technology Retooling Approval:** The State retains the right to accept or reject any Contractor-proposed technology update plan that significantly changes the State's service system infrastructure. It is expected that the State and the Contractor will work closely together in the evaluation of new technologies and the development of any plans to upgrade or update the State's telecommunications systems. Nevertheless, the State reserves the right to prohibit the use of any technology that the State deems cost prohibitive, unproven or may put the health and reliability of telecommunications, at risk, particularly Safety of Life related telecommunications.
- e. Business Process Reengineering:** It is possible that the Contractor may propose, initiate, and conduct technology infrastructure changes that result in business process reengineering efforts at the State. The State will retain primary responsibility and authority over: approving these efforts; coordinating/resolving

labor-related issues; and ensuring that performance metrics (including before and after) are accurately and appropriately developed.

- f. **Contract Management:** The State will be responsible for managing the contract and relationship with the Contractor. The Contractor will be responsible for managing all contracts and relationships with subcontractors.
- g. **Budgeting:** State agencies will be responsible for the annual budget for their telecommunications operations. The Contractor shall provide periodic estimates (annual and/or quarterly reports), for the services included in this RFP, including all subcontracts, and for additional services planned or anticipated by the State in subsequent years.
- h. **Billing and Chargeback:** The State will continue to provide billing and chargeback services for those functions and services that the Enterprise Technology Services Division continues to provide to State agencies. The Contractor will be required to assume all other billing functions as delineated as a direct bill to customer agency and defined per the requirements specific to each service bundle and must provide all billing in an electronic format as specified by the State.
- i. **Quality Assurance:** At the end of the first 6 months of service, the provider shall provide to the State an audit, including circuit layout records (CLR) and separate diagrams of video, data and voice video circuits for all locations. This report shall include recommended disconnects for inactive circuits. Thereafter, the provider shall provide this report once per annum.
- j. **Validation and Verification:** In addition to the quality assurance efforts provided by the Contractor, the State will perform validation and verification activities over key projects and operational processes. The functions designated above as retained authorities and primary responsibilities of the State will be performed by State staff and/or independent consultants hired directly by the State as Independent Verification and Validation and (IV&V) contractors. Business units of the State will also have periodic federal or industry regulatory requirements to verify and validate configurations, i.e. IRS, HIPPA, and CJIS. The Contractor will be required to fully cooperate with such authorities.
- k. **Project Approvals:** The State retains the authority to accept, reject or modify any projects, proposals, or requests to services provided within scope of this contract. Any and all projects must meet the form of offer, acceptance and exchange of consideration. These must be documented in the service desk management system or the system designated by the State.
- l. **Procurement:** The State retains the authority to procure, at its discretion, any hardware, software, service or bandwidth provisioning that relates to services provided within the scope of this contract. Offering(s) to the State must follow a quote, acceptance, consideration sequence documented in SDM.

2.1.2 Terms of Relationship and Disentanglement

The term of any contract resulting from this RFP is subject to budget appropriations. For purposes of this RFP, assume an initial term of 2 years, with an option for the State, at its sole discretion, to extend the term for up to 4 additional one-year renewal terms.

The Contractor shall provide full, complete, and timely cooperation in disentangling the relationship in the event that the contract expires or terminates. In the event of expiration

or termination, the State expects that the Contractor shall provide, at a minimum, but limited to, the following: return all State data and documentation to the State in format(s) the State can use; and allow the State or the new service provider access to any selected systems, infrastructure, or processes that have been employed in servicing the State, in accordance with methods and procedures to be agreed upon and established in any contract resulting from this RFP.

In the event of the expiration or termination of the relationship between the State and your organization, your organization will be required to:

1. Cooperate with the State or the new service provider and otherwise take all reasonable steps to assist the State in effecting a smooth disentanglement upon the expiration or termination of the Service Agreement.
2. Not to interrupt the provision of services to the State or any obligations related to disentanglement, disable any hardware used to provide services, or perform any other action that prevents, slows down, or reduces in any way the provision of services or the State's ability to conduct its activities, unless the State agrees that a satisfactory disentanglement has occurred.
3. Provide the State or another service provider with access to any specialized systems, technology, or processes that have been employed in servicing the State.

2.1.3 Technology Refresh

The Contractor will be required to keep the State's telecommunications infrastructure, systems, and applications current with industry advances. In particular, the State requires that all hardware and software releases will be kept at levels supportable by their respective manufacturers and that equipment will be replaced or upgraded as required to meet manufacturer's requirements for continued support.

The Contractor must meet on-going functional and performance requirements, which may require the refresh of the involved equipment. Additionally, as hardware and software upgrades and maintenance are available from their respective vendors, the Contractor will notify the State and coordinate implementation of the upgrades and maintenance. The Contractor is responsible for maintaining hardware and software at the manufacturer's current levels and releases.

2.1.4 Transition Management

The Contractor will be required to implement an expeditious and seamless transition of services, without interruption, from the State's current telecommunications provider, GCI, to their firm. This includes all services within the scope of this RFP. On the effective date of the contract, or shortly thereafter, the Contractor will assume responsibility for, and begin providing all current services, maintain all current systems, and meet current service levels experienced by the State. The Contractor's transition plan shall include, at a minimum, a detailed explanation of the manner in which the Contractor will assume responsibility after the effective date of the contract for the provision of services, and the Contractor's plan for management of the State's Telecommunications assets and resources.

2.1.5 Change Management

The State's telecommunications and IT systems, operations, and infrastructure must constantly evolve and adapt to the State's changing environment in order to continually improve the delivery of services to the State's departments and citizens. The Contractor

shall implement methodologies to accommodate such changes including changes in services, scope of services, service levels, service volumes, and application and system requirements. The State also expects the Contractor to provide on-going notice, alerts, diagrams and training for end-users as changes to the environment and systems affect their daily operations. Jointly with the State, develop policies and procedures to ensure error-free transition and maximum availability of wired telephony, data network services, videoconferencing service and end user support services. This includes, but is not limited to, new installations, system component upgrades and/or any changes, such as phone numbers and area codes. Ensure that all planned modifications to the telecommunications environment conform to the Change Advisory Board process and procedures. ETS currently utilizes CA's SDM system for logging and tracking changes, a weekly notice /Change Advisory Board review board/ calendar and two weekly change time windows for scheduled outages.

2.1.6 Security and Confidentiality

The State's systems and databases contain private and confidential information. Some of this information is subject to special statutory protection including, but not limited to, public safety records and confidential health and human services data.

The Contractor must implement a methodology for maintaining the security and confidentiality of all information in accordance with applicable Federal, State and local laws and regulations, such as the US Department of Justice Criminal Justice Information Systems (CJIS) Security Policy. The Contractor shall have no rights to use or access any State data or information, except as required to provide the in-scope services. Your organization will be fully and solely responsible for security, with respect to all services it provides and all systems it maintains, and for protecting against unauthorized and fraudulent use of the State's telecommunications systems.

Provide appropriate security methodologies (e.g., expiring password protection, encryption, firewalls, logs, tunneling etc.) at points of public and remote access for the State's wired telephony (IPT), data network services, vide-conferencing service and end user support services. Provide appropriate detection methods to identify unauthorized access, such as call monitoring, recording, etc. Retain Call Detail Records (CDR) and logging as required by the State. Ensure security of the voice mail system (Unity) to prevent toll fraud and unauthorized access. Ensure that maintenance access, dial-up or network, to the PBXs, core Cisco Call Managers, and associated systems are protected from unauthorized access by the use of secure, "call back" modems for dialup access, as well as passwords for LAN and VPN clients, for WAN access. The successful bidder shall maintain a secured and monitored environment and perform a periodic security audit at the discretion of the State Security Office.

2.1.7 Resource Planning and Asset Management

The Contractor will establish and maintain a resource planning, acquisition, and control function for the State, with the Contractor's primary role being to determine what telecommunications resources are needed to satisfy the State's requirements and service levels, acquire those resources, and maintain an accurate inventory of telecommunications resources and assets. Asset records shall be integrated into the State of Alaska asset management system. The Contractor shall procure all technological resources required to perform its service obligations and (subject to such fee adjustments as might be agreed upon by the parties) the Contractor shall also make procurements of additional resources (i.e., resources for use by State entities other than those initially in-scope) as the State might request, in accordance with the State's procurement law, regulations, and policies. ETS will coordinate these purchases whenever possible.

Procurement activities will include: procurement of additional assets; negotiation of lowest prices; obtaining the most favorable rates and discounts available; distribution and installation of all procured items; and software license compliance. Procurement activities shall be performed by and for the account of, and paid for by, the Contractor.

2.1.8 Quality Assurance

The Contractor will establish, maintain, and administer a quality assurance service for the State. The Contractor's primary role will be to ensure effective control over hardware and software that is acquired, developed, maintained, or supported. The Contractor will ensure that its employees and agents have procedures and work instructions that meet designated quality requirements; that procedures are adequate to meet the State's needs and the requirements of contracts, regulations, and the public; hardware and software acquisition, development, and support are performed in compliance with these procedures; State personnel are informed of compliance with these procedures; and that process improvements are initiated when procedures and work instructions are found to be inadequate. Furthermore, should the State decide to retain a third party to provide independent verification and validation (IV&V) services, the Contractor will be required to work closely and openly with the State's designated IV&V entity and provide the same level of access and support as is required by the State.

2.1.9 Disaster Recovery

The State currently has a secure, multi-tenant platform, a portion of which has been designated for phone system backups and disaster recovery; The SunGard Corporation on contract for mainframe disaster recovery testing; and, a SMARTnet (Cisco) contract for emergency replacement. Additionally, each department in the State is currently responsible for its own Disaster Recovery and Continuity of Operations Plan (COOP) for distributed database and desktop computing resources.

The Contractor will be required to assist ETS and DMVA with the execution of the State's COOP that was developed to ensure performance of essential functions and continuity of government operations following a major event. Furthermore, the Contractor will actively coordinate with DMVA in the development of joint disaster communications protocols, contingency plans and disaster recovery operations. Nothing in this RFP or in the resulting contract shall be interpreted to reduce DMVA's statutory authority for coordinating, providing, or supplementing communications services during a declared State emergency.

2.1.10 Reporting and Communication

The Contractor will be required to assemble and create monthly reports on the performance of all contracted functions, in order to assist in the effective management of the contract, and enable continuous improvement of the services that the State receives. Ad Hoc Reports, including billing reports, will be periodically requested and must be compiled and distributed to the State's management in an electronic format. Reports must be compiled and published on all functions, including performance, Service Level Agreements (SLAs), cost management, and subcontractor relationships on a Statewide and department-level basis. These reports must include the measurement of the Contractor's actual performance against the required service levels. The Contractor will be required to provide reports in formats, content, and frequency as directed by the State. The Contractor will be required to implement a management structure to facilitate communications between the Contractor and the State and, to address and resolve concerns escalated either by the Contractor or the State. Routine meetings and reporting processes must be defined to ensure a smooth interface and timely resolution of issues.

The State's managerial and technical professionals will administer the State's relationship with the Contractor and exercise the State's retained authorities. The State will define authorized contacts for each service obtained from the Contractor. The Contractor will be required to designate a single project manager to coordinate the delivery of all services. The Contractor shall designate a "chief engineer" who will act as a gatekeeper for system design and planning. The State will not resolve issues or disputes between Contractor's personnel and any subcontractors retained by the Contractor. For operational services such as problem resolution, help desk inquiries and the like, there must be routine and continuous interaction between the Contractor's employees and the State's end-user community. The Contractor's employees are, in fact, extensions of the State's telecommunications organization, and will be a significant interface between such organization and the State's end-user community. This operational interface will determine the satisfaction of the State's employees with the services delivered by the Contractor. The Contractor will be required to continuously measure and improve its service delivery and the State's employee satisfaction with those services. The State requires the Contractor to perform annual end user surveys by Department, as part of this process.

Although the State fully expects the Contractor to assign only its highest quality and most experienced personnel to manage the Contractor's responsibilities through the course of this contract, the State is concerned about the potential consequences should the Contractor's Program Manager or members of the Account Team prove to be ill-suited to meet the demands of the project. Therefore, the State reserves the right of approval regarding the hiring or transferring of key Contractor management personnel.

2.2 COMMON REQUIREMENTS FOR ALL SERVICE COMPONENTS

2.2.1 Support Existing Operations

The Contractor will be required to: (i) assume full management responsibility and provide all telecommunications services and support to the State; (ii) ensure the proper and orderly functioning of all State equipment as designated by the respective equipment manufacturers; and (iii) meet existing service levels in support of the State's on-going functional requirements. The Contractor must agree that, in the event of a good faith dispute between your organization and the State, it shall not suspend, interrupt, slow down, or otherwise adversely affect the services that your organization provides to the State, regardless of whether payments are reduced in respect to the items in dispute.

2.2.2 Provide Competitive and Economically Favorable Services

Provide the most competitive and economically favorable wired telephony, data network, and video-conferencing and end user support services on a continuous basis through the life of the Proposer's contract. If the rates for any telecommunications service offering, i.e., circuit(s), are less expensive than the contract rate, the Contractor will automatically reduce the charge the State of Alaska to the prevailing rate(s).

2.2.3 Maintain Systems and Equipment

Provide proactive maintenance activities to ensure the optimal operation of the State's wired telephony, data network services, videoconferencing services and end user support services, including, but not limited to, voice switching and transmission facilities, State-owned TIE cable/conduit system, voice mail and enhanced telephony services system, audio-conferencing system, recorded announcement equipment, etc., as described in the manufacturer specifications, and according to the State's requirements and the SLA documented in this RFP. Provide users with advance notification of any

maintenance activity that may involve a service interruption. Any service interruptions that result from maintenance activities must be minimized.

2.2.4 Provide Trouble/Fault Management

Provide expert and timely trouble repair services for wired telephony, data network services, videoconferencing service and end user support services, including but not limited to, voice switching and transmission facilities, voice mail and enhanced telephony services system, audio teleconferencing system, etc., as specified in the SLAs listed in this RFP. Provide fault sectionalization and a means to bypass or isolate sections of the impacted system or network. Provide notification to the user of the course of action that will be taken and an approximate time to clear the trouble. Provide notification to the user upon completion of the trouble repair. Using the State's SDM system, maintain the State's database of all trouble tickets to reflect, at a minimum, time trouble was reported, nature of trouble, industry standard root cause descriptions and its impact (service affected or amount of phones out of service), actions required resolving the trouble, and the time the trouble was resolved. For building, city, major system or WAN outages, provide root cause analysis description. Provide monthly report sortable by equipment, location and root cause. Provide alarm monitoring and remote notification on a 24x7x365 basis for the main PBXs in Juneau, Anchorage and Fairbanks.

2.2.5 Provide Configuration Management:

Maintain inventory, configuration documentation and diagrams of the State's wired telephony, data network services, videoconferencing service and end user support services, including but not limited to, voice switching, voice mail and enhanced telephony services system, audio teleconferencing system, phone numbers and user classes of service and resources including routers, switching elements, cabling and mapping, etc. This requirement includes any TIE lines, DIDs, DODs, switching elements, cabling and mapping, user equipment, user calling features, etc., and their connectivity. Store and maintain a database of this information, including State IP addresses, for use of the Contractor and State. "as built" documentation and circuit layout records will be kept current. The information must be available to the State of Alaska.

2.2.6 Provide Capacity Management:

Compile network and circuit utilization data in order to appropriately plan and recommend changes in the bandwidth requirements for the State's wired telephony, data network services, videoconferencing service and end user support services including but not limited to, voice switching, voice mail, converged network traffic, enhanced telephony services system, and audio/video-conferencing system.

2.2.7 Provide Account Management Services

Monitor and record all data, such as call rating tables, long distance call usage detail and IMACD orders, necessary to generate cost allocation reports for local, long distance, WAN, ISP, videoconference system usage as well as completed IMACD orders.

Provide cost allocation reports for customer groups as identified and specified by the State of Alaska billing hierarchies. These reports will be provided in electronic format as specified by the State, and shall include all calculations, any applicable taxes and provide monthly billing for current and past services as well as track payments and balances.

Provide periodic summary for Juneau, Anchorage and Fairbanks systems. Include total minutes of usage for all systems. Provide Intrastate and Interstate summary of total minutes for all other State of Alaska locations.

For example, itemized call detail records must include length of each call by phone number and charge. All billing shall include appropriate SDM ticket number, circuit, phone or other reference numbers that trigger billing for service delivery. Time and Materials (T&M) projects performed under this contract will reference both the SDM Service Order (SO) number and the contract number.

2.2.8 Coordinate, Reconcile and Provide Detailed Billing

On a monthly basis, coordinate and reconcile all local, long distance, calling card, data network, ISP, and videoconferencing service billing by the 10th day after the closing of the billing month. Using the formats required by the State Agencies' Fiscal offices, provide electronic billing statements to agencies at the organizational level required by each agency (i.e. department, division or office). An electronic copy of all billing must be sent to ETS Fiscal.

An example of these reports would be call detail information including summary level billing report for management review purposes. Summary by city, of total minutes of usage for Local, off-net Intrastate and Interstate minutes for wired telephony environments in Juneau, Anchorage and Fairbanks. Reports must include originating department and telephone number, telephone number dialed (including city/state), date and time of call, length of call, applicable rate or rate code and total cost of call.

2.2.9 Provide Install/Move/Add/Change/Disconnect (IMACD) Services

Provide any IMACD services such as the installation, relocation, and/or disposition of the State's wired telephony, data network services, videoconferencing service and end user support services for telecommunications components as requested by authorized State personnel.

This includes IMACDs that may result from building modifications, remodeling, and software and/or hardware changes necessary to add or remove requested capabilities and features. Contractor must coordinate IMACD services for all State locations through the State of Alaska Service Center. The Contractor must first reutilize State assets and use reconditioned equipment before acquiring new equipment, i.e., reconditioned phones.

Any user and/or system down time resulting from an IMACD must be minimized and clearly communicated in advance to the affected users. Written notification that the IMACD was completed will be given to the user(s) affected within the time specified in the SLAs. Update inventory and asset database in SDM, in a timely manner, to reflect IMACDs. IMACDs on the State phone network (VoIP) are included in the monthly flat fee billed to State agencies. IMACDs for large projects or standalone systems will be billed directly to end-user agencies by the provider of services as applicable.

For projects, such as new locations, the provider shall provide a plan narrative, bill of materials and an "as built" drawing. These shall be attached to the SDM ticket. The State Agency shall purchase and provide the equipment necessary from the State contract to provision a new location. Any one-time and recurring costs, such as for deployment or circuits, will be billed directly to the agency by the provider or LEC. Once the new location is installed and operational, it becomes the responsibility of the Contractor to maintain and manage.

2.2.10 Manage Upgrades

At the State's request and after State approval, plan, implement, install upgrades to the State's wired telephony, data network services, video-conferencing service and end user

support services, including but not limited to, voice switching, voice mail and enhanced telephony services system, audio-conferencing system, etc., equipment as recommended by the systems manufacturer and as jointly agreed upon by the State. These upgrades should focus on preventing system obsolescence. Additionally, these upgrades should consider the future, long-term requirements of the State. Any user and/or system down time resulting from an upgrade must be minimized and clearly communicated in advance to the affected users through the Change Advisory Board process. Costs for such upgrades will not be included in the cost for managing the State's infrastructure, but will be authorized and paid for by the State on a case-by-case basis. Update inventory and asset database, in a timely manner, to reflect upgrades.

2.2.11 Provide Service Interruption Notice

Provide notice to all affected users of any planned or unplanned interruption to wired telephony, data network services, videoconferencing service and end user support services, including but not limited to local, long distance, voice mail or enhanced telephony service interruptions, including day, time of day, and estimated duration of outage. The State of Alaska requires that Contractor submit changes to the agenda of the Change Advisory Board meeting that occurs every Tuesday morning at 9:30am. This meeting is held in the 5th floor conference room of the State Office Building in Juneau and is also accessible via dialup and/or video conference on an "as needed" basis. Once approved through this forum, the notice to affected users may proceed.

2.2.12 Creative Leveraging

To achieve maximum effectiveness for the delivery of services, the Contractor shall show proof of creative leveraging of wired telephony, data network services, videoconferencing service and end user support services in the converged network environment, including but not limited to the Contractor's infrastructure and solutions.

2.2.13 Service Level Agreements

The Service Level Agreements (SLAs) for Telecommunications are categorized into the following sections: Trouble Resolution, System Performance, and Operations and Administration. The State believes that the descriptions of the State's Telecommunications SLAs, which are documented in Attachment K, will need a few minor revisions. The State and successful offeror will negotiate final language of the SLAs. The State will require the successful offeror to meet the State's SLAs. The Scope of work and SLA's will be adjusted annually, as telecommunications and technology continue to change and provide incentives which are attractive to both the State and the successful offeror. This will be accomplished by the following process:

1. Annually establishing by mutual agreement performance incentives or shared savings methodologies that would be based on mutually agreed performance criteria structured to reward the Contractor for outstanding performance (e.g., under budget expenditures for all telecommunications services; benefits achieved through accelerated technology reengineering efforts; delivery of improved services; or implementation of improved technologies or processes).
2. Annually establishing by mutual agreement monthly, quarterly, or annual fee reductions that would be based on performance criteria structured to reduce the Contractor's fees for failures to achieve certain SLAs or targeted performance standards.
3. Upon failure of the State and the Contractor to mutually agree to any annual adjustments, the State shall have, as one of several options, the right to retain the same unit prices for the then following year of the term. Alternatively, as

another option, the State could end the term of the agreement and cause an orderly disentanglement.

2.3 WIRED TELEPHONY SERVICES

The Contractor will be required to take over all functions necessary to provide wired telephony services within Juneau, Anchorage, Fairbanks, Palmer (Palmer State office building currently), and Ketchikan (three buildings and the ferries of the Alaska Marine Highway System currently). This includes operation, maintenance, integration, routing, and repair of the State owned converged network, VOIP infrastructure, and all standalone PBXs and key systems, voice mail, ACD, and IVR systems.

The Contractor will also provide services by third party Local Exchange Carriers (LECs), for example Centrex, local access trunks, long distance, etc.

The Contractor must provide directory assistance service from their service centers located in the major metropolitan areas (Juneau, Anchorage, and Fairbanks).

The State requires staffing for this service in Juneau, Anchorage and Fairbanks.

Provide telephony services. Operate, maintain, and repair the State's voice platform (IPT) telephony infrastructure to provide, at a minimum, the features that are in use today, including but not limited to: Cisco Call Manager, Unity voicemail, Contact Center, Survivable remote site telephony (SRST), Cisco emergency responder (CER 911), Meeting Place, Telecommunication relay services (TRS), Cisco Unified Border Element (CUBE), integration to Splunk or equivalent for call detail records (CDR), audio-conferencing, Caller Identification, Blocking, masking, call waiting, call forwarding, caller ID with name and number, Direct-Inward Dial (DID), call hold, multiparty conference call, call group pickup, last number redial, speed dial, automatic call back on busy, Analog & PSTN gateways, IOS tracks & QOS tools, ASA firewalls, Compression/quality CODECs, testing / monitoring software, and other features as required by State users.

2.3.1 Provide Operations, Maintenance and coordination of Computer Telephony Applications

Provide CTI platform support. Operate, maintain, and repair the State's CTI Application infrastructure to provide support to current features that are in use today, including but not limited to: Call Center(s), IVR, integration to DOL call center software, Cisco Unified Border Element (CUBE), call Recording, fax, paging, broadcast, random announcement, intercom groups, instant messenger, alerting and other features as required by State users.

2.3.2 Provide small PBX support (3rd party sites)

Within Juneau, Anchorage, and Fairbanks, provide IP-based telephony services including consulting, needs assessment and design services. At agency request, provide design, acquisition, and deployment service to the core VOIP system.

Outside of Anchorage, Juneau and Fairbanks, at agency request, provide consulting for design, acquisition, deployment and maintenance of small (3rd party) telephone systems. PSTN to IP network media gateway services for toll bypass will be considered during this process. In all cases, the provider must record requests, assets and activities in the SDM management system.

2.3.3 Identify and Eliminate Unused Voice and Data Lines

Monitor and update existing lines to reflect IMACD. Disconnect unused voice and data lines within 30 days of an IMACD. Ensure that costs to the State associated with line counts reflect active lines in use. Provide first report of disconnect proposal/status by end of first quarter after contract award. Provide annual report thereafter.

2.3.4 Support Designation of Class of Service

The State's voice system must support the capability to define and program users for a class of service as designated by authorized State personnel; For example, limiting long distance calling ability from courtesy and/or reception area phones.

2.3.5 Provide specialty Telephone services and Support Calling Features

Provide State users with single line or multi-line telephone sets, including various calling features as specified by the State. For instance, provide maintenance for the installed code red system in Anchorage used by the HSS McLaughlin Youth Center. This service rings phones, creates call queues and turns on lights. There are other accessory systems deployed with the core IPT and PBX systems which are considered in-scope.

2.3.6 Provide Local Telephone Services

Provide direct-dial local telephone access and services for cities served by the VOIP system, i.e. Juneau, Fairbanks, Anchorage, Palmer and Ketchikan.

2.3.7 Provide Long Distance Services

Provide both in-state and out-of-state direct-dial long distance access and services without the requirement for the user to dial additional access codes.

2.3.8 Provide Calling Card Services

Provide calling card services, including long distance access, for State employees as required and designated by authorized State staff.

2.3.9 Provide Redundant Voice Connectivity Services for Critical State Telecommunications

State public safety agencies rely upon voice services for critical Safety of Life (SoL) communications. As such, these state agencies require redundant, independent voice service design and failover for the Public Safety Answering Points (PSAPs), communications centers, and other State designated mission critical sites.

2.3.10 Provide an Integrated Voice Mail System

Operate, maintain, and repair the State's Unity voice mail systems in order to maintain, at a minimum, the features and functionality provided today.

2.3.11 Ensure Least Cost Routing

Continually ensure that the voice switching and transmission facilities are appropriately designed, configured and programmed to minimize the overall cost to the State on all outbound calls and routes. There shall be no unidentifiable billable telephone number (BTN) payments.

2.3.12 Project Tracking Billing

The State requires the ability to track and allocate costs on a by-project basis for certain types of intergovernmental projects. Provide project code call tracking and billing. The State may also provide billing on certain items to State agencies. Several State of Alaska agencies currently utilize account codes. Depending on the agency, the codes

are of differing lengths and can be verified or unverified. Verified codes have to match a predefined table for the call to proceed, unverified codes will not.

2.3.13 Manage Wired Telephony System Performance and Operations

Monitor performance and operations of the State's voice switching, voice mail and enhanced telephony services system, audio teleconferencing system, etc., to ensure that the network is meeting performance and operational requirements as specified in the SLAs. Monitor and store traffic patterns and volumes by location to aid in on-going system changes or upgrades. Use proactive management practices to spot congestion, line and trunk saturation, call blocking, identify options for alternative routing. Make appropriate recommendations and take action to alleviate problems.

2.3.14 Maintain Internal Numbering Plan

Maintain the State's current dial plan. Ensure that new services provisioned fit within the existing dialing plan. Calls must be identified by group/department and bills must be allocated to a group/department. Identify how internal calls will be processed and billed.

2.3.15 Provide Caller ID and Call Blocking

Provide Caller ID for all on or off net (local and long distance) state calls, as well as Caller ID blocking on a per call and/or per line basis for State lines as required.

2.3.16 Provide Toll-Free Telephone Services

Provide inbound toll free (800) telephone access and services for calls terminating on the State phone network.

2.3.17 Provide for 911 and VoIP E911 compatibility with local PSAPs

Provide 911 and VoIP E911 compatible interfaces for Cisco Call managers in Fairbanks, Juneau and Anchorage to their respective PSAPs.

2.3.18 Provide VoIP Converged Telephony, Data and Video Services

The State's Voice system has deployed approximately 15,028 Cisco IPT phones at 140 sites operating in a converged voice, data, radio and video network. See Attachment J.

2.3.19 Documentation of the State of Alaska Networks

Contractor shall continue to periodically update all existing and ongoing system and network documentation for the life of the contract. This documentation shall be in Visio and may also exist as AutoCAD or paper format(s) and will remain the property of the State of Alaska.

2.4 DATA NETWORK SERVICES

2.4.1 Support Statewide WAN Connectivity

Provide operations and maintenance support of the State of Alaska's Wide Area Network (WAN) to include immediate, real time (near zero time connection) access at all State locations.

2.4.2 Support Multimedia Transport

Support the transport of multimedia applications including voice applications from the voice switching system, data from the LANs and Internet, video from videoconferencing systems and radio from source systems.

2.4.3 Provide Bandwidth on Demand

Proposer must provide flexible bandwidth allocation during critical State events such as PFD registration, Legislative session and Public Elections.

2.4.4 Provide Virtual Private Networks

Support and maintain existing State's Virtual Private Network (VPN) for the secure and controlled transport of confidential information, allowing only authorized users access to the information. In addition, provide future expansion of the VPN, clients and requirements to maintain a secure environment.

2.4.5 Manage Data Network Services Performance and Operations

Monitor Statewide ISP systems performance and operations to ensure that the network is meeting performance and operational requirements as specified in the SLAs. Monitor and store traffic patterns and volumes by location to aid in on-going system changes or upgrades. Make these accessible electronically or on-line. The State reserves the right to increase bandwidth to the State's access points. Separate from the backbone and internet, additional bandwidth costs will be negotiated outside this contract.

2.4.6 Provide Broadband and remote access (DSL, cable modem, wireless etc.)

The State currently utilizes a broadband environment for users to be able to access both the State's network and the Internet. The Internet access solution must not use the State's access points, so as not to impact the State's intranet to internet link capacity.

2.4.7 Develop and Maintain Network Management Tools

The State uses and requires live, real time and historical reporting for Phone Status, network health and troubleshooting, asset management, physical and logical security and facilities and environmental such as Xymon (freeware version of Big Brother), TACACS, Castle Rock, intermapper, etc. and / or other tools.

2.4.8 Provide Core Backbone Services

Provide, configure and manage high bandwidth, low latency bandwidth with Quality of Service (QoS) filtering between seven locations in Juneau, Anchorage, and Fairbanks. See WAN Connectivity in overview for locations. ETS utilizes diverse pathing between core locations to ensure meet SLAs with our customers. The link between Anchorage and Fairbanks runs on the State of Alaska Telecommunications System (SATS) microwave network.

Mandatory Tools: Fault-tolerant, passive, matrix switching taps for monitoring, capture, and analysis of physical errors on segments/equipment. The baseline measurement information shall be stored as a historical baseline in a centralized repository and used for capacity planning, network service auditing, alarms and customer-service target SLAs as outlined below. Regular reports shall be published every week. State designated staff shall have access to generate ad hoc reports.

Target Backbone and any VOIP site: 100% uptime: .1% packet loss, below 50ms one way latency and .5 ms jitter. Network tools included should minimize delay on voice quality such as lost-packet compensation, clock synchronization and echo cancellation.

Response/monitoring including alerting: Trouble ticket within 15 minutes; notification/callback within 30 minutes; assignment and response within 1 hour, resolution within four hours. Root cause analysis for each unplanned outage and SLA alarm.

2.4.9 Maintain the VoIP / IPT environment

Currently the State has deployed IPT technology in approximately 140 offices. There are a small number of new sites (5+) added each year. These locations in Juneau, Anchorage, Fairbanks, Palmer and Ketchikan use Cisco's IPT technologies such as Call Managers, Unity Voicemail servers, CTI applications and local services over a QoS enabled network infrastructure.

2.4.10 Maintain Core Network Environment, Utilizing QoS, Redundancy and Traffic Prioritization

The State's Core network is critical to the operation of its infrastructure. This core requires a high degree of availability with little or no packet loss to ensure the effective transport of data.

2.4.11 Maintain a DMZ environment

Provide access to services from outside the State's network: Currently the State provides numerous "on-line" services that are available to the Internet and Intranet. These services are accessed through a DMZ environment. Maintaining an enterprise DMZ environment is critical to the successful operation of the State's IT infrastructure.

2.4.12 Maintain a Secure Internal Private Network

Create and maintain a Secure Internal Private Network Environment for State Agencies. Currently the State's network consists of an 80% implemented 10 dot addressing plan, 2 Class B address blocks and an additional few class blocks providing Internet addresses natted to connect to national and international networks. Some agency data centers use firewalls. The State uses Infoblox IPAM and other tools to manage IP addressing.

2.4.13 Deploy, maintain and support Wireless Bridges and Access points

The State currently has a secure wireless network design. The demand for these services continues to grow and needs the appropriate support to install and maintain the antenna structure, bridges, routed services and access to traverse these links to provide LAN connectivity.

2.5 VIDEO-CONFERENCEING SERVICES

The State desires an enhanced ability to conduct and facilitate virtual meetings within the State using converged collaboration technologies. The State's experience with videoconferencing has indicated that its expanded use would be very beneficial. The State, through its Core Services Contract with GCI, has 77 conference rooms of which 28 are fully equipped with videoconferencing equipment that is available to State agencies on a "first-come first-serve" basis. These sites are H.323 compliant using Polycom brand videoconference units, monitors and carts. (Section 4.07.1 lists the available sites). The current system does not provide many of the features available through leading edge multimedia technologies, nor does it lend itself to the type of ubiquitous presence required to transform room based videoconferencing from a seldom used service to a robust, high demand service. The video conferencing infrastructure that the State requires must support both point to point and multicast capabilities for shared use by all State agencies, and would provide the power, flexibility, ease-of-use, and distributed presence currently enjoyed by audio teleconferencing systems. Such a system must support and integrate regional video-conference rooms, departmental video-conferencing rooms and desktop collaboration applications. Video-conference equipment must be portable to any of these or other sites. Bandwidth allocation for video-conferencing services must be flexible, with bandwidth being allocated on demand.

2.5.1 Manage Video-conferencing System Performance and Operations

Operate and manage the use of the State's video-conferencing system including call scheduling, set-up, tear down and problem resolution support. Call scheduling should integrate to the State messaging calendar system. Monitor the State's video-conferencing systems performance and operations to ensure that the network is meeting performance and operational requirements as specified in the SLAs. Monitor and store traffic patterns and volumes by location to aid in on-going system changes or upgrades.

2.5.2 Migration to Converged Platforms

The State of Alaska reserves the right to move audio/video-conferencing onto the converged platforms at any time during the life of the contract.

2.5.3 Management of Video Bridge

The State of Alaska reserves the right to move the managed provider video bridge services to a State-owned environment. At that time, the provider will be required to manage the State-owned video bridge.

2.6 END-USER SUPPORT SERVICES

2.6.1 Help Desk Services

As described earlier in this document, ETS, directly and through GCI, currently provides a number of end-user support services to State employees including help desk, user training, configuration management, etc. ETS also provides the primary user interface for coordinating Contractor-side support services including problem resolution management, IMACD management, service level adjustments, and service extensions. The State's web browser-based user interface is built upon the CA's Service Desk Manager(SDM) software package. The State's user interface is used by State employees, State partners and service providers and is the toolset for end user support services. The Contractor must use SDM or integrate its own support service package to SDM to provide centralized coordination and user interface services.

As noted earlier, the State requires the Contractor to supply a single point of contact for coordinating all aspects of the services components, including tier two service desk call referrals to appropriate State of Alaska designated staff for application, computer, SATS and other services for resolution. This single point of contact will be responsible for providing all User-to-Contractor interface and Prime Contractor-to-Subcontractor interface coordination functions including: user help desk for in-scope services; trouble reporting; problem resolution management; configuration management coordination; change management coordination; IMACD management; SLA modification management; service extension management, projects, etc. Any descriptive and resolution information must be documented in the SDM system. This service must be properly staffed to meet the responsiveness requirements dictated by the SLAs contained herein, including 24x7x365 availability.

2.6.2 Provide Coverage During Critical Events

Certain departments encounter critical events during certain times of the year (e.g., election time). Provide heightened notice, resolution and service to departments during critical event periods. Examples of critical events are found in Section 2.4.3 and in Attachment K.

2.6.3 Serve as a Single Point-of-Contact

Provide end-users with a single point-of-contact for all questions, requests, and incidents (problems) associated with services provided by the Contractor and ETS.

The single point of contact phone number shall be 888-565-8680. There shall be no secondary, mandatory numbers by city or region. Coordinate troubleshooting services with ETS, subcontractors and partners to resolve user problems. Provide SDM and, as appropriate, email or phone calling tree notification to alert appropriate State, contractor and partner staff at direction of and as identified by ETS Help center and operations staff.

2.6.4 Help Desk Staff

Help Desk staff must be able to troubleshoot some problems on the initial call and be qualified, experienced, trained and/or certified in voice, video, data networks, and other technology-related systems and products.

2.6.5 Manage the Entire Life-Cycle of Help Desk Calls

Answer end-user Help Desk calls received from phone, fax, and Web input, record problems in SDM, manage problems through the entire problem life cycle of open, assign, accept, escalate, fix and close. The Help Desk should manage repairs to completion and resolve all subcontractor disputes in a manner that is transparent to the end user. Answer calls within the timeframe defined in the SLA. Notify end-user by telephone when a trouble call has been resolved. Maintain an enterprise problem management system and end-user Help Desk Web page that provides current status of all problems.

2.6.6 Provide Continuous Improvement

Maintain a continuous improvement practice that improves Help Desk services. Follow up on outages and SLA targets that the State has designated for all service components. In addition, analyze problem calls and trends to determine root cause (lessons learned), and coordinate with technology groups and end-users to implement solutions that minimize future needs for Help Desk calls.

2.6.7 Real-Time Updates of IMACD's

Serve as central point of contact for managing the end-user information database (SDM). This includes the physical asset record, any appropriate billing information, status, location and other information as identified by ETS Help Center to update the record and provide service in a timely and efficient manner. Information must be kept up to date so that provider, customer and help desk staffs have access to current, reliable information.

2.6.8 System Performance Reports

In addition to reports described in the previous sections, the Contractor will report on the following:

1. Availability chart showing voice, data and video network availability by month and city based distribution site.
2. Information pertinent to identifying the source of any unauthorized attempt, whether successful or unsuccessful, to gain access to any State system at the time of the incident. Provide monthly "roll-up" reports regarding this activity to the State Security Office.

3. Scheduled and non-scheduled service outages. Use of root cause reporting and SDM to identify the duration, service affected (i.e., network), location (region, city, building), reason for outage departments affected and the estimated number of customers impacted by the outage.
4. Monthly trouble ticket reports grouped by service, equipment, root cause and customer impact.
5. Quarterly “not active” reports identifying circuits that are not in use or have not had activity.
6. Peak and average monthly utilization by shift on all wide area voice, data and video circuits.
7. Actual usage reports of all Wide Area Network Circuits, with maximum link size capacities, to ensure oversubscription of each link does not become a problem.
8. Trend analysis reports including any appropriate data that will aid in future planning and quality of service.

2.7 DEFINITIONS

When used in this RFP, the following terms have these meanings:

Bandwidth – refers to the amount of data that can be transmitted in a fixed amount of time

DS1 – Digital Signal Level 1, also known as T1 - The line speed is always consistent at 1.544 Mbps, but the payload can vary greatly

DS3 – WAN speeds- a DS3 (Digital Signal Level 3) equates to 28 T1 lines, roughly 43-45 Mbps in upstream/downstream speeds and/or 672 simultaneous voice conversations. It takes approximately 24 minutes to send a 10 megabyte file over 56K lines; 53 seconds using a T1, and one second over a DS3. The current minimum standard is T1.

OC3 – Optical Carrier – 84 ds1s or three DS3’s – 155Mbps

CNCC – Combined Network Control Center is a tier two provider monitoring, alert and response team

CoIP– Communications over Internet protocol

Core – Basic delivery of data, phone, video or radio services

CTI – Computer telephony integration; refers to an application(s) using the phone system for faxing, IVR, call center services etc.

Data Centers – Physical plant for servers/services which are co-located with Network Operating Centers (NOCs)

ADCA – Alaska Data Center Anchorage

ADCF – Alaska Data Center Fairbanks

ADCJ – Alaska Data Center Juneau

EPR – Enterprise Productivity Rate; State internal chargeback based on staff or equipment

ETS – Enterprise Technology Services; Executive branch agency responsible for infrastructure and enterprise services, including Telecommunications. Referred to throughout this document as the State.

GBPS – gigabits per second – a measure of data transfer speed

Help Center Tier One – initial call in provider & number for dispatch/response; performs initial classification, creation of work order / incident and referral service to tier two technical staff.

IMACD – Installations, Moves, Adds, Changes and Deletions to services

IVR – Interactive Voice Response; a CTI application using business unit data bases

LEC – Local Exchange Carrier

MBPS – megabits per second – a measure of data transfer speed

Meeting Place –Audio / Video Conference Bridge; State PBX scheduling system for conferencing

NOC – Network Operating Center; physical plant node for all data, voice and video services

NSI – Network Security Initiative

Operations Help Centers (State) – secondary tier one dispatch referral, response service and SLA monitors

PBX – Private Branch Exchange – a private telephone network, i.e. the State VOIP phone system

POP – Point of presence

PSTN – Public Switched Telephone Network; refers to the traditional interconnection and routing of audio (phone) traffic

RFP – Request For Proposals; State of Alaska's solicitation/bid document for requesting services

ROUTER; Core – refers to physical and logical plant, routers and switches in Anchorage, Juneau and Fairbanks which constitute backbone services and large population centers for data, voice and video delivery. Anchorage: 5700 and 5900 E. Tudor Road, 3300 Fairbanks Street, 3601 C Street and 550 W. 7th Avenue (Atwood Building). Fairbanks: 2301 Peger Road (SATS hut and PBX Room) and 675 7th Ave (Fairbanks Regional Office Building, or "FROB" and GCI NOC. Juneau: 5th Floor State Office Building, 333 Willoughby Avenue. These facilities are connected at 500 mbps speeds or better.

Router; Distribution – refers to the main, incoming / outgoing hub router(s) and circuits from one of 70 communities to the core network

Router; Access, Edge or CPE(switch) etc. – refers to endpoint devices directly serving customer offices or Local area networks (LANs) in office building locations within cities.

State – State of Alaska

T-1 (fractional, DS1, DS 0 etc.) – 1.544 mbps in 24 distinct 64 kbps channels

Tier Two Technical Support – Provider, ETS, contractor or State agency staff who respond to SDM requests

SDM – CA's Service Desk Manager – State of Alaska's online work order system for projects, IMACD and trouble tickets; used for all service requests

IPT –Internet Protocol Telephony; used to indicate phone systems on converged networks

VPN – Virtual Private Network; a way to extend a private network to remote user(s)

VTC – Video Teleconferencing

VTN – Virtual Telephony Network

WAN – Wide Area converged Network; inclusive of voice, data and video services over both state and commercial carrier circuits and nodes.

EXHIBIT 2

CURRENT CONDITIONS

Best efforts have been made to obtain detailed information on the current conditions at the State. This information should not be assumed to be 100% complete or accurate.

SECTION 1: BACKGROUND OF THE STATE OF ALASKA

The State of Alaska government's telecommunications environment enables government to meet the needs of its citizens.

The state of Alaska's landmass (over 586,412 square miles) is equivalent to one-fifth the size of the lower 48 states combined. Spanning a distance of 1,400 miles from north to south, and 2,700 miles from east to west, Alaska covers an extensive variety of terrain ranging from temperate island rain forests to desert-like arctic tundra. Spread across the state's vast expanse of land, Alaska's 700,000 plus citizens inhabit communities that vary from the state's largest city, Anchorage, with a population of 290,000, to small towns and villages, many with populations of less than 50.

68 of the state's 355 communities (US Census 2010) are connected by roadways, but only 30% of roads are paved. Seasonal weather conditions routinely cut-off communities from air, sea and land transportation. Reliable and cost-effective telecommunications are a basic life and safety requirement.

Low population density combined with harsh weather conditions, extreme terrain, and a lack of transportation infrastructure has constricted telecommunications infrastructure development. Conversely, these same factors make reliable and affordable telecommunications services critical to maintaining the often-precarious lines of communications that tie communities in Alaska together.

Like other states where low population density and a highly regulated telecommunications environment restrict the build-out of telecommunications infrastructure in rural areas, the State builds and maintains a significant telecommunications infrastructure. The State's telecommunications infrastructure is supplemented by the procurement of communications services from the vendor community.

Core Telecommunications Services has centered on the development of a secure, robust and converged network that includes radio, data, voice, and video services. Offerors responding to this RFP shall submit within their proposal a unique approach to assisting ETS with the maintenance and operations of their converged environments to insure compliance with SLAs for all State executive and, at their discretion, any Judicial, legislative or partner agencies.

This RFP is for the operation and maintenance of all existing State of Alaska executive branch and partner agency telephone, data, and video networks. Integral to these services is the provision of help desk services for all services provided across the State's networks, including some services that are not provided by the successful offeror. Such services will be referred to level two help centers or appropriate ETS, commercial, or agency service provider(s) for provisioning.

SECTION 2: CURRENT CONDITIONS

The following section provides a description of the State's existing core services infrastructure and includes information on the services the State provides and

purchases. This overview is intended to provide Offerors with a clear understanding of the State's current environment.

2.1 GENERAL

The State is comprised of three branches: Executive, Legislative and Judicial. Although all three branches of government provide a variety of services directly to the public, the Executive branch, by nature of its role as the prime executor of legislative and judicial policy, provides most of the services one would recognize as being associated with state government. In addition to its role in providing typical "state" services, the State also provides many of the services that would typically be reserved for county and local government in the lower 48 states. As a result, the State provides a much broader portfolio of services to its constituents than would characteristically be required of a state government in the rest of the country.

In addition to the three branches and their component organizations, the State provides services to its citizenry through a number of independent agencies and institutions that are not specifically subordinate to any branch of government. Several organizations, such as the Alaska Railroad and the Alaska Housing Finance Corporation, though integral to the State's provision of services, have legal identities separate and distinct from the State government.

Inside the executive branch, the Department of Administration is statutorily required to provide certain key administrative and logistical support services to executive branch and other State agencies. The Department of Administration division chiefly responsible for meeting the State's technology needs is the Enterprise Technology Services Division (ETS).

ETS provides centralized data processing, data communications and telecommunications services for State agencies under Alaska Statute AS 44.21.150-170 (Department of Administration, Article 3—Automatic Data Processing), AS 44.21.045 (Department of Administration, Article 1—Information Technology Group Fund), and AS 44.21.305-320 (Department of Administration, Article 7—Telecommunication).

Currently, ETS serves over 22,000 State and partner agency employees in over 70 communities located across Alaska. Organizationally, ETS supports the computing and telecommunications needs of state agencies through a "charge-back" environment for those services. Charge back methodologies are periodically broken down by agency, month/year, unit (phones), position (people) and / or usage (computer services).

The State's annual IT Planning Process continues to outline the selective centralization of infrastructure, IT services and user support. This can roughly be defined as infrastructure, including this RFP, enterprise services such as email, and agency service applications. Enterprise software agreements with various vendors such as Microsoft, Cisco, IBM and the ongoing deployment of Internet Protocol Telephony (IPT) continue to outline the new landscape. ETS provides support for the Technology Management Council (TMC) and the Change Advisory Board (CAB) for stewardship of State resources, standardization, and configuration management of the environment for this landscape, much of which was previously under the oversight of many individual organizations. Oversight, priorities, scope and costs of ETS are further endorsed by the Administrative Service Directors (ASD) and approved by the Enterprise Investment Board (EIB) and/or the Commissioner of Administration.

A number of State agencies, responsible for critical public services, such as emergency preparedness, public safety, emergency medical response, and fire protection, have specific delegations (independent authority) for services associated with their particular

communications responsibilities. In particular, the Department of Military and Veterans Affairs (DMVA) is statutorily responsible to support various aspects of emergency response communications in declared disasters and is responsible for planning for the telecommunications infrastructure required to support emergency response communications in accordance with AS 26.23.040 (Emergency Services) and AS 26.23.170 (Communications).

Agencies that operate outside of the authority of the Department of Administration (Court System, Legislature, University, Alaska Railroad and Alaska Housing Finance Corporation, etc.) have separate procurement authority and are not required to participate in this procurement effort. Their participation in any contract resulting from this RFP is voluntary, at their discretion.

2.2 EXISTING INFRASTRUCTURE

As noted earlier, the State relies heavily upon telecommunications to provide government services to the citizens of Alaska and to facilitate the internal communications necessary to conduct daily business operations. Although the State maintains local offices in many of the more remote areas of Alaska, the vast majority of the State's telecommunications needs center on the triangle described by the major cities of Juneau, Anchorage, and Fairbanks ("the Core"). Each of these key population centers is connected via telecommunications systems that are served by local ETS telecommunications Network Operations Centers (NOC) and Data Centers. The Core is connected to community locations via distribution routers and several are co-located at facilities shared by the State and a private provider (LEC, ATT, ACS, GCI, etc.). The systems consist of telecommunications equipment at each node, high-speed transmission lines between nodes, circuits linking outlying communities to the closest node, and local lines connecting State agencies within these outlying communities. Various other systems, which are otherwise independently maintained and operated (e.g. the University of Alaska, Alaska Railroad) are also inter-connected to, and served by, this network.

The State relies on several backbone transport mechanisms as well as ancillary systems and services to meet its telecommunications needs. Many of these systems and related components are interconnected and not easily separated. For descriptive purposes, however, the State-owned systems that are within the scope of this RFP have been organized into the following categories in production effective May 1, 2014:

- **Core Phone System: Growing number of 140 buildings in Juneau, Anchorage, Fairbanks, Ketchikan and Palmer.**
 - 15,028 phones serving executive branch and partner agencies.
- **Small PBX(3rd party) & loop telephone maintenance and support services; locations & staff**
 - Anchorage (11-200), Juneau(5-120) and Fairbanks(3-250) – approx. 570 handsets
 - Matsu area (32 - 800) – approx. 800 handsets
 - Kenai Peninsula including Kodiak (52- 1000) – approx. 1000 handsets
 - Approximately 179 small PBX (s) in 57 communities with 3000 handsets.
- **Long distance service**
 - Toll bypass using converged infrastructure(s) has eliminated much of the in-state long distance toll (Juneau, Anchorage, Fairbanks) using call manager programming, virtual telephony network methodologies, and our core backbone.

- In-state long distance occurs in locations where direct connectivity to core VOIP systems are difficult and/or unreliable. These are small PBX (3rd party) served State sites.
- Interstate long distance is provided using normal PSTN methods
- **Teleconferencing**
 - Audio-conferencing – There are several types of audio conference system options. Traditionally, contractors and ETS have provided several managed and unmanaged audio bridge services.
 - Video-conferencing – 77 sites mostly in Juneau, Anchorage, and Fairbanks supported by a contractor; 29 of which are in ETS sponsored locations. These are provided on a guaranteed bandwidth (separate and distinct from the WAN) network provided and operated by the contractor as part of the Core Services contract.
 - The State has deployed a growing number of advanced or unified conferencing services using web, audio, and/or video services.
- **WAN connectivity**
 - Core backbone: Long haul Ethernet circuits between Juneau, Anchorage, and Fairbanks Network Operating Centers (NOC) and Data Centers.
 - Fairbanks NOC and Data Center (FDC)
Fairbanks Regional Office Building (FROB), 675 7th Ave., 3rd fl., Fairbanks, AK
90 mbps, burst to 100 mbps between Fairbanks and Juneau.
90 mbps, provisioned by SATS, between Fairbanks and Anchorage. Contractor provides monitoring and troubleshooting.
Additional Facility Peger Campus @ 100 mbps
 - Juneau NOC and Data Center(JDC)
State Office Building (SOB), 333 Willoughby, 5th floor, Juneau, AK
500 mbps, burst to 1 gbps between Juneau and Anchorage
100 mbps, dedicated to data replication and backup between Juneau and Anchorage
20 mbps, burst to 100 mbps between Juneau and Fairbanks (listed above)
 - Anchorage NOC and Data Center (ADC)
GCI South Anchorage Data Center (SADC), 6831 Arctic Blvd., Anchorage, AK
500 mbps, burst to 1 gbps between Juneau and Anchorage (listed above)
100 mbps, dedicated to data replication and backup between Juneau and Anchorage (listed above)
90 mbps, provisioned by SATS, between Fairbanks and Anchorage. Contractor provides monitoring and troubleshooting. (listed above)
 - Additional backbone facility(s) in Anchorage are:
5900 Tudor Road, DMVA Emergency Coordination Center (Camp Denali), Atwood Building and the Frontier Building
 - Wide Area Distribution Network (WAN): 70 communities with over 500 sites or buildings with various levels of connectivity.

- o Internet access (ISP) – The State WAN has 2 Internet access points in Juneau (150 mbps) and Anchorage (180 mbps); slowly growing, these points periodically burst to the level necessary to conduct business. For example, up to several weeks of increased bandwidth may be necessary for events such as an election, Legislative session, or the Alaska Permanent Fund registration period.

Other telecommunications services, such as provisioning for cell phones, satellite phones, frame relay, Cisco SMARTnet maintenance and general provisioning of handsets and circuits are not included in this solicitation. Offers on this agreement shall include 500 mbps or higher backbone services and internet services at 300 mbps or higher within the Core as described within this RFP.

System and “as-built” diagrams, configurations, and other descriptions will be available to bidders who prevail through the best value process. All other potentially relevant information has been included as attachments to this RFP.

2.3 TELEPHONE SERVICE

ETS provides local and long distance phone service to agencies in Juneau, Anchorage and Fairbanks through an interconnected voice switching system that includes three primary components:

- Voice Platform using Cisco Call Manager, Unity voicemail, Contact Center, Survivable remote site telephony (SRST), Cisco emergency responder (CER 911), Meeting Place, Telecommunication relay services (TRS), Splunk for call detail records (CDR) and other components. I.e. Analog & PSTN gateways, IOS & QOS tools, ASA firewalls, Compression/quality CODECs, testing/monitoring software, leased circuits such as metro Ethernet, T-1, ISDN, OPX, and foreign exchange lines.
- Computer Telephony Integration services exist which may be purchased and maintained by agency business units based on the voice platform. The current list of CTI are IVR, instant messenger, call Recording, fax, paging/broadcast/random announcement, alerting, Leased circuits such as metro Ethernet, T-1, ISDN, OPX, and foreign exchange lines.
- Toll bypass through a variety of means

As opportunities arise, agency locations will periodically ask to join the Core phone system. It is the State’s intent to support agency efforts, where agency funding is available, to convert agency-owned PBX and small (3rd party) services within any well-connected area of Alaska. This is estimated to be 10 or fewer locations per year.

2.4 MEASURED TELEPHONE SERVICES (LONG DISTANCE)

Long Distance (LD) for Interstate calls and Intrastate calls to destinations other than the three major Alaska population centers of Juneau, Anchorage, and Fairbanks, are provided by the Contractor on Primary Rate T1 Interface (PRI). Long-distance trunking and analog capacities for call manager, site survivability (SRST) and special purpose are: in Juneau 229, Fairbanks 111 and Anchorage 385. There are also several Line side t1 route patterns: in Juneau 22, Fairbanks 53 and Anchorage 112.

The State of Alaska Telecommunications System (SATS), a combination of State-owned microwave, fiber, copper along with leased lines, form a private network to carry calls between the major centers with no per minute costing. If the network is down or saturated it will automatically overflow calls to PSTN LD. A variety of line side trunk connections also exist from Anchorage for SATS network connectivity, customers in

Wasilla (MTA), several locations on the Kenai Peninsula and Kodiak (ACS). These are primarily Public Safety and Department of Military and Veteran Affairs locations.

Virtual Telephony Network (VTN), is a service connecting some “3rd party” systems virtually into Core locations. The 3rd party locations interface to a LEC (GCI) with a PRI T1. Core VTN trunking capacities are: in Juneau (1 ea. PRI, 23 trunks), Anchorage (1 ea. PRI, 23 trunks) and Fairbanks (1 ea. PRI, 23 trunks).

Local calling is provided by standard T1 interface to a LEC. There are several direct termination 800 inbound services for several customers. See Attachment J for recent minute usage, summary information.

2.5 AUDIO TELECONFERENCE BRIDGE SYSTEM

Audio-conferencing is available through a Cisco meeting place bridge maintained by the Contractor. ETS Help Center staff coordinates scheduling services and “800” toll free access as needed.

State agencies are trending toward self-serve audio/video collaboration services. The State supports this approach and the phone system uses a hybrid configuration of Cisco WebEx. It is desired that the Contractor be able to provide additional managed conference services and or propose other solutions as described more fully later in this RFP.

See Attachment J for recent minute usage, summary information.

2.6 VIDEO-CONFERENCEING

The State currently has at least 28 conference rooms fully equipped with video-conferencing equipment and available to the State for use on a “first- come first-serve” basis (with the exception of the Governor’s Offices). These sites consist of H.323 compliant Polycom-brand video-conference units, monitors and carts and are run on an entirely separate network from the State WAN. These locations can accept callers from outside its system. The complete list of 77 video conference sites is found in Attachment J. See below for ETS coordinated conference room locations.

Agency/Host	Location
	ANCHORAGE
GOV., Atwood Building, 17 th Floor	550 West 7th Ave., 17th Floor Gov’s Office Conf. Rm.
DOA, Atwood Building, 19th Floor	550 West 7th Ave., 19th Floor DOA-CO Conf. Rm.
LAW, Attorney General’s Office	1031 W. 4 th Ave, Ste 106
DFG, Fish and Game	333 Raspberry Road
ETS, Bay View Building	619 E. Ship Creek Ave, ste 230
H&SS, Medical Assistance Office	4501 Business Park Blvd., Building L, Conf Rm. 2
H&SS, Frontier Building	3601 C. Street, 8th Floor, Room 880
Legislative Information Office - Anchorage	716 West 4th Ave., 2nd Floor, Suite 220
ETS, Telecom Anchorage	5900 Tudor Road, Conf. Room
DOT Annex Building	2200 E 42 nd Avenue
	PALMER
Palmer SOB	515 E. Dahlia Avenue
	FAIRBANKS
Legislative Information Office - Fairbanks	119 North Cushman St., Suite 101
GOV., Fairbanks Regional Office Building	675 7th Ave, 2nd Floor, Station H4
	JUNEAU
GOV., Capital Building	Capital Building
DOT-CO	3132 Channel Drive, 3rd Floor, DOT-CO Conf. Rm.
H&SS, 1st floor AOB	350 Main St, 1 st Floor, AOB 123

H&SS, Medical Assistance Office	350 Main Street, 4 th Floor, AOB 416
DOT – Comm. Conf Room	3132 Channel Drive 3 rd floor
DOT – 1 st Floor Conference Room	3132 Channel Drive 1 st floor
Legislative Information Office - Juneau	129 6th Street, Terry Miller Bldg., 1 st Floor
LAW Attorney General's Office	123 45 th Street
Permanent Fund Office	Goldbelt Bldg., 801 W. Street, 3rd Floor, Suite 302
Goldbelt Building	801 W, 10 th Street
SOB 10th Floor DOA Commissioner	333 Willoughby Ave., 10 th Floor, (DOA-CO) Conf. Rm.
SOB 10th Floor Labor Relations	333 Willoughby, 10 th Floor, DOA-CO Conf. Rm.
SOB 9th Floor 9A DCCED	333 Willoughby Ave., 9A, DCCED Conf. Rm.
SOB 6th Floor DRB	333 Willoughby; 6 th Floor, DRB Conf. Rm.
SOB 5th Floor ETS	333 Willoughby Ave., 5 th Floor, ETS Conf. Rm.

2.7 WAN CONNECTIVITY

The network may be divided into logical "zones" of service: Core (backbone), Distribution (from a city), Municipal Areas Networks (MAN), Edge or Access (Customer Premise or building) and Security (DMZ, IPS/IDS, QoS, remote access). Security elements cross all zones. Enterprise and agency phone, radio, data, and video services run over the network. The overall strategy has been to consolidate, simplify and standardize.

Dedicated circuits (copper, fiber, microwave or other), are provided through ETS to State agencies for their data, video, radio and voice traffic. This includes a variety of broadband access (dial-up, cable modem, DSL, and various wireless technologies, i.e. 802.x, cell and microwave), virtual private network or other network services contracted for, partnered with or provided by the State, including Internet access and network connections to State computers.

The ETS WAN consists of over a thousand circuits of which over 600 are leased. Circuit capacities range from a few rural 56kbps to rarer gbps speeds. The State is committed to reducing costs and increasing flexibility by implementing new technologies. Over the last few years, that has been Ethernet services where possible. Leased lines are provided primarily by GCI, ACS, AT&T, local exchange carriers and the SATS network.

The State continues to seek improvements for the 22,000 users served by the State WAN. A focus area is the network transport to 13 satellite-served communities, primarily in the north- and west-coast areas of Alaska. State agencies and ETS are researching options for broadband, acceleration, wireless, protocols (SIP, multicast) and other options throughout the network.

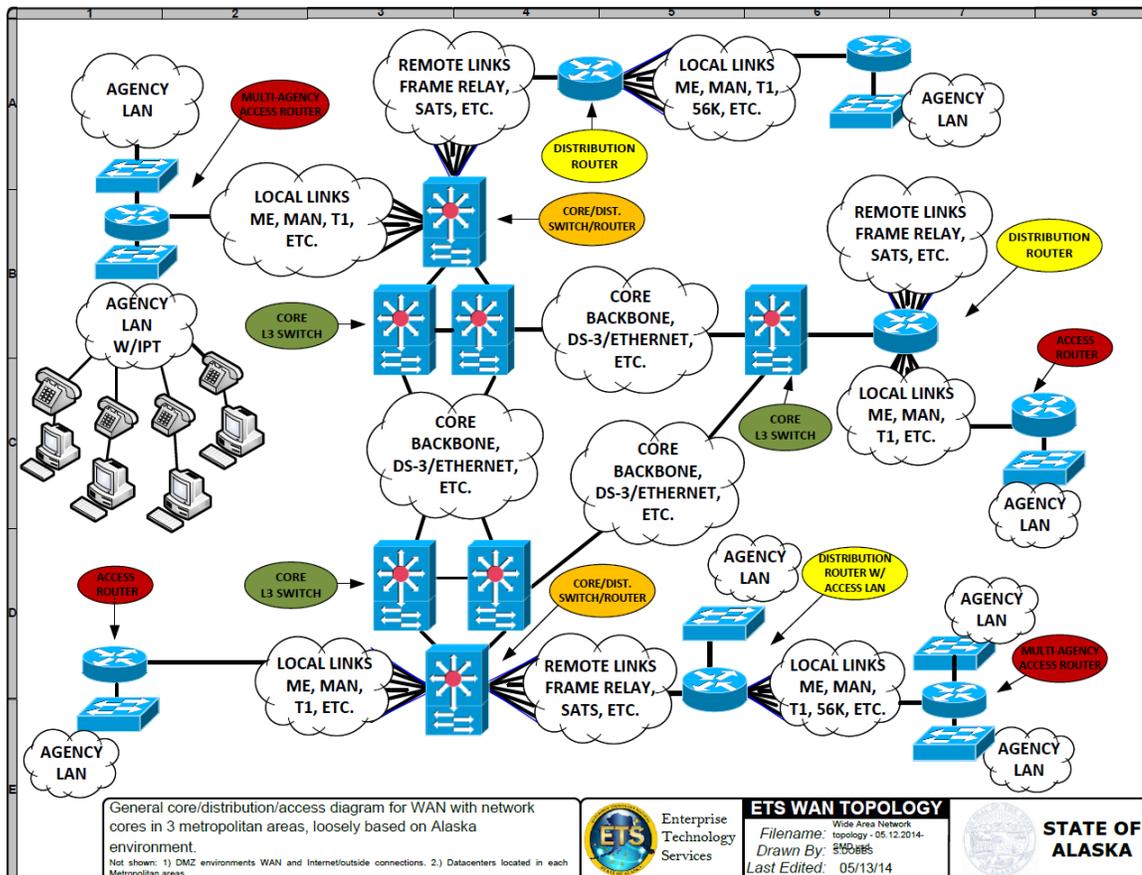
Continual improvement and simplification of technologies and processes along with standardization of equipment, software and configurations have allowed the State and partners to reduce the numbers and types of equipment supported, reduced the number, impact and duration of outages and reduced the management overhead of WAN maintenance.

Stabilization of the WAN can be attributed to the efforts of vendors, partners and staff working together or through periodic initiatives, most notably the network security initiative in 2005/6 and the VOIP phone project completed in 2008/9.

A decreasing number of 1330 Cisco routers and switches are connected within each city as a Municipal Area Network (MAN), a single distribution router from each city routes to a major network Core in Fairbanks, Juneau or Anchorage. ETS generally owns the routers and switches across the WAN and partners with teams across the State of Alaska to manage the environment. Access to all WAN devices and services are secured through Cisco TACACS. Routers have standard configurations, a standard operating system, AAA configurations, QoS and a SANS-based security configuration. The State private WAN consists of a 10 dot addressing plan, 2 Class B address blocks

and an additional few class blocks providing Internet addresses “natted” to connect to national and international networks. The sanitized inventory of routers, switches and WAN sites is provided in Attachment J.

The Wide Area Network Topography map below conceptually describes WAN connectivity.



2.8 INTERNET ACCESS

The State has two primary Internet access points in Juneau and Anchorage. The bandwidth allocation for Juneau (120 mbps) and Anchorage (180 mbps) is currently 300 mbps. Internet connectivity runs at approximately 80% of capacity with periodic higher peaks. Internet traffic grows at approximately 10% per year. Capacity is managed in a variety of ways with the most effective being web filtering.

Demilitarized zone configurations (DMZ's) are deployed at both ingress/egress locations. DMZ's have internal and external firewalls which enable a highly monitored and tightly routed environment with VPN, extra-net services, IDS, NAM, Web filtering, Proxy services and other tools. The proposer shall manage firewall ACLs. QoS is used throughout the network to reduce non-business traffic and assist with potential traffic congestion.

2.9 END USER SUPPORT SERVICES – HELP DESK

The State's Service Center is provided by the contractor 24 x 7 x 365 for end-user support services. The State Service Center responds to all initial service requests including moves, adds and changes, and responds to all user questions. The State's toll free access number, 888-565-8680, is maintained by the Service Center to allow access for all State agencies served by ETS.

All trouble or service requests are recorded by help center staff into the State's trouble/service ticket system, CA's Service Desk Manager (SDM).

As a single point of contact for all State IT services, the State Service Center handles over 22,300 annual contacts processed for all telephone, computer or network issues in any location for all customer agencies. A service center can expect request, process and dispatch for tiered service in the following approximate annual volumes. These numbers are based on sampling and estimates:

- 4,200 phone system requests
- 1,500 cell and satellite phone requests (separate phone and calling contracts)
- 2,000 network requests
- 500 network/phone projects
- 100 video requests.

In addition, the Contractor monitors 20,000 elements, stewards a process for recovery, dispatches to contract and State staff for 2,000 incidents and may act as coordination point for 500 outages, primarily commercial power. In addition, the Contractor may process and dispatch for several thousand incidents and service requests not provided as a service under this agreement, like UPS and cooling services

Trouble and service calls for all systems are referred in the following order and may be resolved or escalated at any level.

1. State service center (Contractor help center)
2. Agency organizations (Department Staff)
3. Tier II service center (Combined Network and Control Center – Contractor)
4. Tier II ETS staff (ETS Business Unit, i.e. network)

Service calls fall into six categories with service response / resolution targets. These are further described in Attachment K.

ATTACHMENTS

ATTACHMENT A – PROPOSAL COVER SHEET

SERVICE BUNDLE

Which Service Bundle does this proposal cover? (Circle one only.)

- 1 – Wired Telephony
- 2 – Data Network
- 3 – Video-conferencing
- 4 – End-User Support

COMPANY AND CONTACT INFORMATION

Name of Company: _____

Name of Primary Subcontractor: _____

Contact Information – Individual that can contractually obligate the Offeror/Firm

Name	
Title	
Email	
Telephone	
Fax	
Address	

Contact Information – Individual that can be contacted for clarification on this proposal

Name	
Title	
Email	
Telephone	
Fax	

ADDENDA ACKNOWLEDGEMENT

Offeror acknowledges receipt of the following addenda, and has incorporated the requirements of such addenda into the proposal (*List all addenda dates issued for this RFP and initial*):

No.	Date/Initials	No.	Date/Initials
No.	Date/Initials	No.	Date/Initials

SIGNATURE

This proposal must be signed by the person authorized to contractually obligate the organization.

<i>Printed Name</i>	
<i>Signature</i>	
<i>Date Signed</i>	

ATTACHMENT B – PROPOSAL FORM

CRITICAL TEAM MEMBERS

Name of Project Manager¹ _____

Name of Systems Engineer² _____

¹The Project Manager is the individual who will be the daily point of contact throughout this project. This individual cannot be removed or replaced from this position for the duration of the contract.

²This individual cannot be removed or replaced from this position for the duration of the contract.

CERTIFICATIONS

No	Criteria	Response*
1	The Offeror has read the entire RFP and clearly understands the intent of the scope.	True / False
2	The Offeror is presently engaged in the business of providing the services & work required in this RFP.	True / False
3	The Offeror accepts the State Terms and Conditions as Stated in this RFP (including the standard form agreement).	True / False
4	The Offeror confirms that it has the financial strength to perform the services required under this RFP.	True / False
5	The Offeror certifies that it has adequate staff and resources to fulfil the requirements of the RFP and any potential contract in relation thereof.	True / False
6	The Offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	True / False
7	The Offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.	True / False
8	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	True / False
9	The Offeror certifies that programs, services, and activities provided to the general public under the resulting contract are in conformance with the Americans with Disabilities Act of 1990.	True / False
10	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	True / False
11	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964.	True / False
12	Offeror has identified any known federal requirements that apply to the proposal or the contract	True / False
13	The Offeror certifies that their offer will remain open and valid for at least 120 days.	True / False
14	The Offeror certifies that there are no grounds for a conflict of interest with any members of the State.	True / False
15	The Offeror certifies that they are licensed to do business in Alaska.	True / False
16	The Offeror certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide services to the State.	True / False
17	Offeror agrees to not restrict the rights of the State.	True / False

* Failure to answer, or answering "False" may be grounds for disqualification. Please attach additional information on any subject where the Offeror responded "False" to a question above.

PREFERENCES

Alaska Business License Number: _____

No	Certification	Response*
1	Are you claiming the Alaska Bidder Preference? (If "Yes", please answer the questions below).	Yes / No
2	Are you claiming the Alaska Veteran Preference?	Yes / No

No	Questions	Response*
1	Do you currently hold an Alaska business license?	Yes / No
2	Is the company name submitted on this proposal (Name of Firm in Attachment A) the same name that appears on the current Alaska Business License?	Yes / No

No	Documentation	Response*
1	As proof of Alaskan license you are providing: Copy of an Alaska business license.	Yes / No
2	As proof of Alaskan license you are providing: A canceled check for the Alaska business license fee.	Yes / No
3	As proof of Alaskan license you are providing: A copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office.	Yes / No
4	As proof of Alaskan license you are providing: A sworn and notarized affidavit that the Offeror has applied and paid for the Alaska business license.	Yes / No
5	As proof of Alaskan license you are providing: Liquor licenses issued by Alaska Department of Revenue for alcohol sales only.	Yes / No
6	As proof of Alaskan license you are providing: Documentation that your company has maintained a place of business within the state staffed by the Offeror, or an employee of the Offeror, for a period of six months immediately preceding the date of the proposal.	Yes / No
7	As proof of Alaskan license you are providing: Documentation that your company is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state.	Yes / No
8	As proof of Alaskan license you are providing: If a joint venture, documentation that your company is composed entirely of ventures that qualify under (1)-(4) of this subsection.	Yes / No

** Please attach additional information and documentation on any subject where the Offeror responded "Yes" to a question above. For additional information, see RFP, section 8.31.*

ATTACHMENT C – SERVICE PLAN

Do not list any names that can be used to identify the Offeror.

SERVICE APPROACH (2 Pages Maximum)

ATTACHMENT C – SERVICE PLAN

Do not list any names that can be used to identify the Offeror.

SERVICE APPROACH (2 Pages Maximum)

A large, empty rectangular box with a thin black border, intended for the bidder to provide their service approach. The box occupies most of the page below the header and above the footer.

ATTACHMENT C – SERVICE PLAN

Do not list any names that can be used to identify the Offeror.

SERVICE ASSUMPTIONS (2 Pages Maximum)

[Empty box for Service Assumptions]

ATTACHMENT C – SERVICE PLAN

Do not list any names that can be used to identify the Offeror.

SERVICE ASSUMPTIONS (2 Pages Maximum)

[Empty box for Service Assumptions]

ATTACHMENT C – SERVICE PLAN

Do not list any names that can be used to identify the Offeror.

ROLES, RESPONSIBILITIES, & EXPECTATIONS (2 Pages Maximum)

[Empty box for content]

ATTACHMENT C – SERVICE PLAN

Do not list any names that can be used to identify the Offeror.

ROLES, RESPONSIBILITIES, & EXPECTATIONS (2 Pages Maximum)

[Empty box for content]

ATTACHMENT D – RISK ASSESSMENT PLAN TEMPLATE

Do not list any names that can be used to identify the Offeror. Do not list any cost information. Offeror may add/delete additional rows to identify additional risks, but do not exceed the page limit

SECTION 1 – ASSESSMENT OF CONTROLLABLE RISKS (2 Pages Maximum)

Risk 1:	_____
Why is it a Risk:	_____
Solution:	_____
Risk 2:	_____
Why is it a Risk:	_____
Solution:	_____
Risk 3:	_____
Why is it a Risk:	_____
Solution:	_____
Risk 4:	_____
Why is it a Risk:	_____
Solution:	_____
Risk 5:	_____
Why is it a Risk:	_____
Solution:	_____

ATTACHMENT D – RISK ASSESSMENT PLAN TEMPLATE

Do not list any names that can be used to identify the Offeror. Do not list any cost information. Offeror may add/delete additional rows to identify additional risks, but do not exceed the page limit

SECTION 1 – ASSESSMENT OF CONTROLLABLE RISKS (2 Pages Maximum)

Risk 1:	_____
Why is it a Risk:	_____
Solution:	_____
Risk 2:	_____
Why is it a Risk:	_____
Solution:	_____
Risk 3:	_____
Why is it a Risk:	_____
Solution:	_____
Risk 4:	_____
Why is it a Risk:	_____
Solution:	_____
Risk 5:	_____
Why is it a Risk:	_____
Solution:	_____

ATTACHMENT D – RISK ASSESSMENT PLAN TEMPLATE

Do not list any names that can be used to identify the Offeror. Do not list any cost information. Offeror may add/delete additional rows to identify additional risks, but do not exceed the page limit

SECTION 2 – ASSESSMENT OF NON-CONTROLLABLE RISKS (2 Pages Maximum)

Risk 1: _____
Why is it a Risk: _____
Solution: _____

Risk 2: _____
Why is it a Risk: _____
Solution: _____

Risk 3: _____
Why is it a Risk: _____
Solution: _____

Risk 4: _____
Why is it a Risk: _____
Solution: _____

Risk 5: _____
Why is it a Risk: _____
Solution: _____

ATTACHMENT D – RISK ASSESSMENT PLAN TEMPLATE

Do not list any names that can be used to identify the Offeror. Do not list any cost information. Offeror may add/delete additional rows to identify additional risks, but do not exceed the page limit

SECTION 2 – ASSESSMENT OF NON-CONTROLLABLE RISKS (2 Pages Maximum)

Risk 1: _____
Why is it a Risk: _____
Solution: _____

Risk 2: _____
Why is it a Risk: _____
Solution: _____

Risk 3: _____
Why is it a Risk: _____
Solution: _____

Risk 4: _____
Why is it a Risk: _____
Solution: _____

Risk 5: _____
Why is it a Risk: _____
Solution: _____

ATTACHMENT E – VALUE ASSESSMENT PLAN TEMPLATE

Do not list any names that can be used to identify the Offeror. Do not list any cost information. Offeror may add/delete additional rows to identify additional value added options. Do not exceed the page limit

VALUE ADDED OPTIONS (2 Pages Maximum)

Item 1: _____

Item 2: _____

Item 3: _____

Item 4: _____

Item 5: _____

ATTACHMENT E – VALUE ASSESSMENT PLAN TEMPLATE

Do not list any names that can be used to identify the Offeror. Do not list any cost information. Offeror may add/delete additional rows to identify additional value added options. Do not exceed the page limit

VALUE ADDED OPTIONS (2 Pages Maximum)

Item 1: _____

Item 2: _____

Item 3: _____

Item 4: _____

Item 5: _____

ATTACHMENT F – REFERENCE LIST

Past Project List (Offeror, Firm)

No	Contact Name ¹	Phone ²	Client Name ³	Type of Service Provided ⁴	Contract Start ⁵	Contract Finish ⁶	Contract Value ⁷
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Past Project List (Primary Subcontractor, Firm)

No	Contact Name ¹	Phone ²	Client Name ³	Type of Service Provided ⁴	Contract Start ⁵	Contract Finish ⁶	Contract Value ⁷
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Past Project List (Project Manager)

No	Contact Name ¹	Phone ²	Client Name ³	Type of Service Provided ⁴	Contract Start ⁵	Contract Finish ⁶	Contract Value ⁷
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Past Project List (Systems Engineer)

No	Contact Name ¹	Phone ²	Client Name ³	Type of Service Provided ⁴	Contract Start ⁵	Contract Finish ⁶	Contract Value ⁷
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

- 1= Name of the person who will answer customer satisfaction questions
- 2 = Current phone number for the reference
- 3 = Name of the company / institution that the service was performed for (i.e. Tempe College, etc.)
- 4 = Type of service provided
- 5 = Start date of the contract
- 6 = Finish date of the contract
- 7 = Total monetary value of the contract (\$).

ATTACHMENT G – PAST PERFORMANCE SURVEY

State of Alaska – Vendor Questionnaire

To: _____

Phone: _____ Email: _____

Past Performance Survey of: _____
Name of Company (and/or) Name of Project Manager (and/or) Systems Engineer

The State of Alaska is analyzing past performance information on contractors and their key personnel. The firm/individual listed above has identified you as a client for which they have previously performed work on. The State greatly appreciates your time in completing this survey. Rate each of the criteria on a scale of 1-10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge in a particular area, please leave it blank.

Client Name: _____ Date _____
 Project _____ Total Size (\$): _____

NO	CRITERIA	UNIT	RATING
1	Ability to manage costs	(1-10)	
2	Ability to maintain schedule	(1-10)	
3	Ability to minimize disruptions and downtime	(1-10)	
4	Ability to manage and overall professionalism	(1-10)	
5	Ability to integrate into existing telecom infrastructure	(1-10)	
6	Ability to communicate and document risks on the project	(1-10)	
7	Ability to follow the users rules, regulations, & requirements	(1-10)	
8	Overall customer satisfaction	(1-10)	

Please identify the greatest risks/issues/challenges encountered during this project:

Printed Name (of Evaluator)

Signature (of Evaluator)

Thank you for assisting the State in this important endeavor.
Please fax/email the completed survey to: xxxxxxx@email (Offeror's email)

ATTACHMENT H – PAST PERFORMANCE INFORMATION SCORE

Enter all of the survey data scores for each entity listed below

Offeror - Past Performance Ratings

No	Criteria	Survey 1	Survey 2	Survey 3	Survey 4	Survey 5	Survey 6	Survey 7	Survey 8	Survey 9	Survey 10	Average
1	Ability to manage costs											
2	Ability to maintain schedule											
3	Ability to minimize disruptions and downtime											
4	Ability to manage and overall professionalism											
5	Ability to integrate into existing telecom infrastructure											
6	Ability to communicate and document risks on the project											
7	Ability to follow rules, regulations, requirements											
8	Overall customer satisfaction											
Overall Average Score:												
Total Number of Surveys Returned:												

Primary Subcontractor - Past Performance Ratings

No	Criteria	Survey 1	Survey 2	Survey 3	Survey 4	Survey 5	Survey 6	Survey 7	Survey 8	Survey 9	Survey 10	Average
1	Ability to manage costs											
2	Ability to maintain schedule											
3	Ability to minimize disruptions and downtime											
4	Ability to manage and overall professionalism											
5	Ability to integrate into existing telecom infrastructure											
6	Ability to communicate and document risks on the project											
7	Ability to follow rules, regulations, requirements											
8	Overall customer satisfaction											
Overall Average Score:												
Total Number of Surveys Returned:												

Project Manager - Past Performance Ratings

No	Criteria	Survey 1	Survey 2	Survey 3	Survey 4	Survey 5	Survey 6	Survey 7	Survey 8	Survey 9	Survey 10	Average
1	Ability to manage costs											
2	Ability to maintain schedule											
3	Ability to minimize disruptions and downtime											
4	Ability to manage and overall professionalism											
5	Ability to integrate into existing telecom infrastructure											
6	Ability to communicate and document risks on the project											
7	Ability to follow rules, regulations, requirements											
8	Overall customer satisfaction											
Overall Average Score:												
Total Number of Surveys Returned:												

Systems Engineer - Past Performance Ratings

No	Criteria	Survey 1	Survey 2	Survey 3	Survey 4	Survey 5	Survey 6	Survey 7	Survey 8	Survey 9	Survey 10	Average
1	Ability to manage costs											
2	Ability to maintain schedule											
3	Ability to minimize disruptions and downtime											
4	Ability to manage and overall professionalism											
5	Ability to integrate into existing telecom infrastructure											
6	Ability to communicate and document risks on the project											
7	Ability to follow rules, regulations, requirements											
8	Overall customer satisfaction											
Overall Average Score:												
Total Number of Surveys Returned:												

ATTACHMENT I – COST PROPOSAL

SECTION 1 – BASE PROPOSAL

No	Description				Extended Cost
1	Wired Telephony Services				
A	PBX Monthly Flat Fee	\$	/mo	x 24 months =	\$
B	IPT Monthly Flat Fee	\$	/mo	x 24 months =	\$
C1	Long Distance Service: Intrastate	\$	/min	x 30 million mins =	\$
C2	Long Distance Service: Interstate	\$	/min	x 12 million mins =	\$
D	Toll Free Service	\$	/min	x 10 million mins =	\$
E1	Calling Card Services: Intrastate	\$	/min	x 300,000 mins =	\$
E2	Calling Card Services: Interstate	\$	/min	x 120,000 mins =	\$
F	Managed Audio-conference Service	\$	/min	x 7 million mins =	\$
1. Wired Telephony Services Total (Sum of 1A-F)					\$
2	Data Network Services				
A	WAN Services	\$	/mo	x 24 months =	\$
B	Internet Connectivity	\$	/mo	x 24 months =	\$
C	Backbone Connectivity	\$	/mo	x 24 months =	\$
D	Broadband Connectivity	\$	/mo	x 24 months =	\$
E	Internet Access	\$	/mo	x 24 months =	\$
2. Data Network Services Total (Sum of 2A-E)					\$
3	Video-Conferencing Services	\$	/mo	x 24 months =	\$
4	End-User Support Services	\$	/mo	x 24 months =	\$
Total Base Proposal Cost:					\$

SECTION 2 – HOURLY RATES

Labor Category	Hourly Rate	Estimated Hours	Extended Cost
Administrator	\$	x 1,000 =	\$
Dispatcher / NOCC Tech	\$	x 1,000 =	\$
Procurement / Logistics Technician	\$	x 1,000 =	\$
Lead Technician / Supervisor	\$	x 1,000 =	\$
Network Administrator	\$	x 1,000 =	\$
Lead Engineer / Security Specialist	\$	x 1,000 =	\$
Project Manager	\$	x 1,000 =	\$
Total Hourly Rates Cost:			\$

Total Evaluated Cost (Sum of Section 1 and Section 2):	
---	--

SECTION 3 – VALUE ADDED OPTIONS / IDEAS

Please provide estimated impacts associated with each Value Added Idea that you have proposed in Attachment E (if any). These ideas will be discussed during the Clarification Period.

No	Description	Impact to Cost (\$)	Impact to Duration (days)
1			
2			
3			
4			
5			

ATTACHMENT J – ASSET INVENTORY

See Online Public Notice posting.

ATTACHMENT K – SERVICE LEVEL AGREEMENTS (SLAs)

ALL BUNDLES—SERVICE LEVEL AGREEMENTS (SLAS)

The SLAs for Telecommunications are categorized into the following sections: Trouble Resolution, System Performance, and Operations and Administration. Detailed descriptions of the State’s telecommunications SLAs are documented in the following matrix. The Contractor is required to comply with the SLAs.

System Performance Categories are:

- Availability
- Response Time
- Throughput
- Error Rate
- Security

Service Performance Categories are:

- Provisioning and Fulfillment
- Service Center
- Problem Resolution

SERVICE LEVEL AGREEMENT (SLA) REQUIREMENTS AND ALARMS

PURPOSE:

1. To define SLA requirements: Clarify priority details and including examples that will assist individuals in setting the correct priority levels when opening a request. Include all areas in the SDM system.
2. Set escalation / alarms on all SDM requests based on priority level. Alert cost center managers to the requests not worked or serious in nature. Need to ID outage vs. regular requests.
3. Define alarm termination. To flowchart progression of alarm and when to terminate alarm.

Alarms are generally set for all requests and cost centers.

GENERAL INFORMATION:

An SLA measures an expected level of service and SDM alarms work to escalate issues to gain notice/attention. An alarm indicates a dip below a required service level.

PRIORITY LEVELS:

Priority 1 – Business Stopped: Mission Critical Impact - 24x7x365

- Multiple users (10+) affected by downed application, network and/or service

SDM entry within 15 min. of notification: callback within 30 minutes; assignment and dispatch within 1 hour, resolution within four hours. Root cause analysis for each unplanned outage and SLA alarm.

Escalation alarm – 2 hour with 2 hour intervals (6 & 6)

- Public Safety Dispatch Center – Any location
- PFC – Permanent Fund Corp
- Governor’s executive offices
- Legislator’s main number
- Mission critical locations

See sample mission critical locations below

Priority 2 - Business Impacted: Major Impact - 24x7x365

- Single to multiple users (10) affected by downed application, network and/or service

SDM entry within 15 min. of notification: callback within 30 minutes; assignment and dispatch within 1 hour, resolution within eight hours. Root cause analysis for each unplanned outage and SLA alarm.

Escalation alarm – 4 hours with 4 hour intervals (12 & 12)

Priority 3 – Non critical problems/requests – workaround available - 24x7x365

- Single user affected by downed application, network and/or service

SDM entry within 15 min. of notification: Callback by next business day; assignment and dispatch within two days; resolution within five business days.

Escalation alarm – 4 hours with 8 hour intervals (20 & 20)

Priority 4 – Large service request for planned event IMACD (install, move, add, change, delete)

- Multiple user (20+) service request

SDM entry within 15 min. of notification: Callback and assignment within 5 business days; dispatch within five days; resolution within forty five business days.

Escalation Alarm – 36 hours with 36 hour intervals(30 & 30)

Priority 5 – Small service request for planned event IMACD (install, move, add, change, delete)

- Single to Multiple user (20) service request

SDM entry within 15 min. of notification: Callback and assignment within 5 business days; dispatch within five days; resolution within ten business days or customer target date.

Escalation Alarm – 45 hours with 45 hour intervals (?)

Priority None - Small service request

- Identity management, access control and information requests, i.e. password resets, directory (LDAP) changes, hierarchy, information requests.

SDM entry within 15 min. of notification: Callback or assignment within one hour; resolution within four hours or customer target date.

Escalation Alarm – 4 hours with 4 hour intervals (4 & 4)

SAMPLE OF MISSION CRITICAL SERVICES BY AGENCY, SERVICE, AND LOCATION

Final list will be determined within three to six months after contract award and reviewed annually.

- ❖ Agency
 - Function
 - Functional Description
- ❖ Department of Administration
 - Vehicle and Driver Licensing
 - Retiree Payroll Check Processing
 - ETS Network Services - data network and internet connectivity
 - ETS SATS Microwave System - All microwave links transports Safety of Life communications from two-way radio repeaters to PSAPs and local emergency medical response services
- ❖ Alaska Housing Finance Corporation
 - Payroll Check Processing
 - ◆ Penalties apply if missed.
 - Electronic transfer of funds
 - ◆ Federal fund receipt (HUD, DOE, etc.) Bond payments.
 - Accounts Receivable / Accounts Payable
 - ◆ Downloading interest rate for each day.
 - ◆ Loan commitment fees, grant funding (receipts and payments)
 - ◆ Low-Income Rental deposits / payments, bond payments, short-term securities / transfers.
- ❖ Alaska Permanent Fund Corporation
 - All investment and finance related activities
 - ◆ Investments, analysis, trades and information exchange including pricing and analytic data feeds, trades, bank transactions and e-mail
 - Board of Trustee meetings and packet production
 - ◆ Preparation for and activities during APFC Board of Trustee meetings

- ❖ Community & Economic Development
 - Insurance Licensing in time of emergency
 - All aspects of Licensing Insurance Producers, SLBs, ADJs, MGAs, TPAs, RIMs, and RIBs
 - Hydroelectric Plants (Bradley Lake Hydro, Larsen Bay Hydro, Four Dam Pool Hydro)
 - Alaska Intertie, Alaska Railroad
- ❖ Department of Corrections
 - Telecommunications inside and between all correctional facilities.
 - ◆ Twelve Correctional Institutions, And Their Security, Central Control Systems,
 - ◆ Perimeter Fences, Card Entry/Exit Systems, Monitoring Systems,
 - ◆ Health and Life/Safety Systems
- ❖ Department of Environmental Conservation
 - Communications System for Emergency Response
 - Analysis of environmental samples in an emergency response
- ❖ Department of Fish & Game
 - Communications (Field, Remote) to all vessels and aircraft (radios/oran)
- ❖ Office of the Governor
 - Elections processing - data communications and telephones
- ❖ Department of Health & Social Services
 - Family and Youth Services - Youth Detention Facilities
 - Family and Youth Services - Family Services, Child Protection
 - Alaska Pioneer Homes (general) - Including two way radios and pagers.
 - Services
 - Alaska Psychiatric Institute
 - Public Health Laboratories
 - Emergency Medical Services
- ❖ Department of Labor
 - Unemployment Benefits System
 - ◆ Uses automated telephone interactive voice response units in Anchorage, Fairbanks and Juneau to allow claimants statewide to file claims.
- ❖ Department of Law
 - Prosecution of Criminals
 - ◆ This involves telnet access to Police Department and AJIS data base information about outstanding criminal warrants. Without The database access, criminals could be improperly released from custody.
 - All Communications in Child Protection Cases
- ❖ Department of Military & Veterans Affairs
 - All communications to DMVA facilities including National Guard
- ❖ Department of Natural Resources
 - Wildland Fire Suppression Systems

- Field Radio and Mobile Repeater Systems
- ❖ Department of Public Safety
 - Alaska Public Safety Information Network
 - ◆ Communication link with national databases
 - PSAP Public Safety Answering Points
 - ◆ Coordinates critical Safety of Life Communications / 911 Emergency Dispatch Centers in Kenai and Fairbanks
- ❖ Department of Revenue
 - Collection of state revenues and agency receipts and disbursement of state funds. This function makes extensive use of electronic funds transfers.
 - Treasury
- ❖ Portfolio Management - this includes sending Trades electronically and support for leased line connections with a variety of providers; TIME is an issue as well. We are dealing with the NY markets – systems cannot be "down for routine maintenance" at 4 am just because nobody else in the state is working.
 - Permanent Fund Dividend application and payment processing
 - ◆ Dividend application processing is considered mission critical from January 1 through March 31. Dividend payment processing is considered mission critical from September 15 to October 15.
 - Process Child Support Payments
- ❖ This includes electronic funds transfers as well as payments and is critical as delays can cause custodial parents to go without Necessary funds to provide for the child's welfare.
- ❖ Department of Transportation
 - All communications on Marine Highway System/vessel and shore facilities, and airport facilities in Anchorage and Fairbanks
- ❖ University of Alaska
 - Satellite interconnect service / equipment
 - Network connections between University campuses

SERVICE LEVEL AGREEMENTS

SYSTEM PERFORMANCE					
#	Category	Service Hours	Service Level	Measurement Definition	Notes
Availability					
1.	Bundle 1: Wired Telephony	24x7x365	99.999% System wide availability excluding State approved scheduled downtime.	Actual uptime as a percentage of scheduled uptime.	The "System" is equal to the aggregate of the State's voice desktop instruments, feature sets, voice mail systems, long distance access. System is considered unavailable upon failure of any key component (e.g., CallManager™, WAN circuit, data router, Ethernet switch) that prevents a site from using the System.
2	Bundle 2: Data Network Services	24x7x365	99.999% System wide availability excluding State approved scheduled downtime.	Actual uptime as a percentage of scheduled uptime.	The "System" is equal to the aggregate of Provider provided or managed Customer Edge devices, Provider Edge devices used for the Services, and Provider Core devices. System is considered unavailable upon failure of any key component (e.g. data router, Ethernet switch) that prevents a site from using the System.
3	Bundle 3: Video Conferencing	24x7x365	99.999% System wide availability excluding State approved scheduled downtime.	Actual uptime as a percentage of scheduled uptime.	The "System" is equal to the aggregate of the State's H.323 videoconference units and MCUs, Provider-provided or managed Customer Edge devices, Provider Edge devices used for the Services, and Provider Core devices. System is considered unavailable upon failure of any key component (e.g., WAN circuit, data router, Ethernet switch) that prevents a site from using the System
4	Bundle 4: End User Services	24x7x365	99.999% System wide availability excluding State approved scheduled downtime.	Actual uptime as a percentage of scheduled uptime.	The "System" is equal to the aggregate of the monitoring, alarm, notification, escalation and dispatch processes. The "system" is considered unavailable upon failure of any key component (e.g., monitoring, alarming) that prevents a site from recovery within four hours.

SYSTEM PERFORMANCE					
#	Category	Service Hours	Service Level	Measurement Definition	Notes
SLA Credits					
5	Bundle 1: Wired Telephony	24x7x365	All	As defined in all sections.	One day of credit for each hour that a service is unavailable.
6	Bundle 2: Data Network	24x7x365	99.999% System wide availability excluding State approved scheduled downtime.	Packet loss of le	One day of credit for each full msec over 30 ms. Round trip.
7	Bundle 3: Video network	24x7x365	99.999% System wide availability excluding State approved scheduled downtime.	As defined in all sections.	One day of credit for each full msec over 30 ms. Round trip.
8	Bundle 4: End User Services	24x7x365	99.999% System wide availability excluding State approved scheduled downtime.	As defined in all sections.	One day of credit for each full msec over 30 ms. Round trip.
Response Time					
9	Dial Tone Access	24x7x365	99% within 1 second of an off-hook condition.	Number of calls achieving dial tone within 1 second as a percentage of all off-hook conditions	
10	Voice Call Setup Delay	24x7x365	99% of calls ring within 1 second of last digit depressed.	Number of calls achieving setup within 1 second as a percentage of all calls placed	
Throughput					
11	Data Transmission Bundle 1 Bundle 2 Bundle 3	24x7x365	99.9% of Intrastate traffic transmissions, round-trip delay (RTD), less than 85ms for transports other than satellite or terrestrial microwave, less than 600 ms for satellite, less than 100 ms for terrestrial microwave.	Number of round trips completing in target timeframe or less as a percentage of all roundtrips	Voice quality, industry standard sampling plan inclusive of MOS measurement based on ITU-T P.563 and P.862, acceptable to the State. Sampling measurement information shall be stored as a historical baseline in a centralized repository and assessable to the State.
12	Bundle 1: Wired Telephony Voice System Call Blocking	24x7x365	No more than 1% during peak calling periods	Number of calls blocked or experiencing service busy as a percentage of all calls	

SYSTEM PERFORMANCE					
#	Category	Service Hours	Service Level	Measurement Definition	Notes
13	Bundle 2 – Router CPU Utilization	24x7x365	75% Maximum CPU Utilization during 5 minute intervals	SNMP Polling or other mechanism to monitor maximum threshold.	Polling required to monitor maximum thresholds to determine service impact.
14	Bundle 2 – Routers Memory Utilization	24x7x365	75% Maximum Memory Utilization during 5 minute intervals	SNMP Polling or other mechanism to monitor maximum threshold.	Polling required to monitor maximum thresholds to determine service impact.
Error Rate					
15	VOIP quality equivalencies Bundle 1 Bundle 2 Bundle 3	24x7x365	.1% packet loss, below 50ms one way latency and .5 ms jitter.	Measured from Provider demarcation to Provider demarcation	Network tools should minimize delay on voice quality such as lost-packet compensation, clock synchronization and echo cancellation. measurement information shall be stored as a historical baseline in a centralized repository and assessable to the State.
Security					
16	Network Intrusion Detection System	24x7x365	99.5% System wide availability excluding State approved scheduled downtime.	Actual uptime as a percentage of scheduled uptime.	
17	Security related IMACD	24x7x365	98% of IMACD performed within 2 hours for the restricted VLAN switch or other security related activities.	Completed Security IMACDs completion duration as a percentage of total requests. Measured on a monthly basis.	A "security related" IMACD is one that the State security lead, their designee or the State project manager determine is related to security. Security related issues are intended to take the highest priority.
18	Security Incident Response	24X7X365	Security Incident response must be expedited and performed 24x7x365. Provider will: a) recognize or otherwise acknowledge the incident within 5 minutes b) Initiate pre-planned response within 15 minutes or begin developing a plan for responding within 30 minutes	100% or all security incidents are responded to and reported within 24 hours.	Parties will conduct Root Cause Analysis of a Security Incident. Parties will agree on what is continuously monitored and those alarms will be reported in accordance with Section 19.

SERVICE PERFORMANCE					
#	Category	Service Hours	Service Level	Measurement Definition	Notes
Provisioning and Fulfillment					
18	Service Request Response – length of time to evaluate service requests and provide schedule and cost estimates	7:00 a.m.- 5:00 p.m. Monday – Friday, excluding State holidays	90% of schedule and cost estimates to be submitted within 10 business days after receiving request; 100% within 30 business days	Number of Service Requests responded to within specified timeframes as a percentage of all Service Requests received	
19	Order Fulfillment	7:00 a.m.- 5:00 p.m. Monday – Friday, excluding State holidays	98% of orders fulfilled within Provider specified timeframes as approved and accepted by the State.	Number of orders fulfilled within Provider specified timeframe as a percentage of the total number of orders fulfilled	
20	IMACD (Install, Move, Add, Change, Deletions) Service Completion	7:00 a.m.- 5:00 p.m. Monday – Friday, Excluding State holidays	98% of IMACDs completed within schedule negotiated between State and Provider.	Number of IMACDs completed within scheduled timeframe as a percentage of the total number of IMACDs attempted	
21	IMACD Completion Notification	7:00 a.m.- 5:00 p.m. Monday – Friday, Excluding State holidays	Notification must occur by close of next business day.	Number of completion confirmation calls performed within 2 hours as a percentage of the total number of completion confirmation calls placed.	
22	Video Conference Staff Support Bundle 3: Video Conferencing Services	7:00 a.m.- 5:00 p.m. Monday – Friday, excluding State holidays	Standard Order: 1 day Rush Order: 4 hours Emergency: as needed	Bridged Call Setup	Bridged call setup time
23	IMACD Priority 1 – Expedite	24X7X365	IMACD Processed with additional Fees applicable, overtime eligible.	IMACD Requests received	
24	IMACD Priority 2 – 5 Day Processing	7:00 a.m.- 5:00 p.m. Monday – Friday, excluding State holidays	Standard IMACD Processed in 5 Days	IMACD Requests received	
25	IMACD Priority 3 – 30 Day Processing	7:00 a.m.- 5:00 p.m. Monday – Friday, excluding State holidays	IMACD – 30 Day Processing – Typically Site Provisioning; circuits, hardware ordering.	IMACD Requests received	

SERVICE PERFORMANCE					
#	Category	Service Hours	Service Level	Measurement Definition	Notes
26	Reporting - Bundle 1 – Voice Bundle 2 – Data Bundle 3 – Video Bundle 4 – End User Support Services	7:00 a.m.- 5:00 p.m. Monday – Friday, excluding State holidays	Monthly service reports required for core services	Monthly SLA reports are required for cores service bundles, i.e Voice, Data, Video & Help Desk.	Report detail to include but not limited to usage, capacity, utilization & provisioning. See RFP reporting / billing requirements
Service Center					
27	First Call Problem Resolution Rate	24x7x365	All calls not requiring dispatch are closed, in the perspective of the customer, within 30 minutes:	Number of problems resolved during the first call as a percentage of the total number of calls placed	“Call” includes all forms of real-time and asynchronous contact including electronic trouble reports, etc.
28	Dispatch Confirmation call	24x7x365	99% within 15 minutes for Mission Critical functions 99% within 1 hour for all other functions	The number of dispatch confirmation calls placed within specified timeframe for each category as a percentage of the total number of confirmation calls placed within that category.	Notification calls placed to end user of approximate time for technician response to service call requiring technician dispatch.
29	Average Speed to Answer	24x7x365	99% within 1 minute	Number of calls answered within 1 minute as a percentage of the total number of calls answered	
30	Call Abandonment Rate	24x7x365	No more than 5%	Number of abandoned calls as a percentage of the total number of calls	An “abandoned” call is one which has entered the queue, but the caller “hangs up” before the call is answered.
31	Root Cause Analysis (RCA)	7:00 a.m.- 5:00 p.m. Monday – Friday, excluding State holidays	Root Cause Analysis will be done an all major disruptions of services provided in bundles 1, 2, 3 & 7	The number of major outages must be matched with a follow-up RCA by close of next business day following resolution of problem.	The State requires follow-up problem resolution descriptions that include the following: A- Problem Definition B- Problem Cause C- Problem Resolution D- Remediation Effort to avoid problem recurrence.

SERVICE PERFORMANCE					
#	Category	Service Hours	Service Level	Measurement Definition	Notes
Problem Resolution					
32	Repeat Calls for Service	24x7x365	No more than 2%	Number of repeat calls as a percentage of the total number of calls	Repeat call is defined as a recurring failure of the same device, or request for same service, within 30 days. Measured via Help Desk software
33	Trouble Ticket Priority 1 - Severe Impact (Major Site Interrupted, Core Service, Critical Business Function)	24x7x365	Immediate Response; Resolution 4 hours	Automatic or manual SDM Trouble Ticket within 15 min.; identified & technical resources engaged.	Root cause analysis required
34	Trouble Ticket Priority 2 - Major Impact (Multiple User Locations & Services down)	24x7x365	1 Hour Response Resolution 8 hours	Trouble Ticket Identified & technical resources engaged.	Root cause analysis required.
35	Trouble Ticket Priority 3 – Minor Impact with work around (Functional Disruption)	7:00 a.m.- 5:00 p.m. Monday – Friday, excluding State holidays	2 business day response Resolution 5 business days	Trouble Ticket Identified & technical resources engaged.	Trouble Ticket Created and technical Response Required. priority alarm set
36	Service Ticket Priority 4 – Large request for planned event. (20+ users, new site, etc.)	7:00 a.m.- 5:00 p.m. Monday – Friday, excluding State holidays	5 business day response Resolution 45 days or customer target	SDM; customer callback & assignment 5 days.	SDM ticket generated; priority alarm set
37	Service Ticket Priority 5 – Small request for planned event. (10- users, phone repair etc.)	7:00 a.m.- 5:00 p.m. Monday – Friday, excluding State holidays	5 business days or customer target	SDM; callback & assignment 5 days.	SDM ticket generated; priority alarm set
38	Service Ticket Priority 0 – Small service request; password reset, information requests, etc.	7:00 a.m.- 5:00 p.m. Monday – Friday, excluding State holidays	4 hour response	Trouble Ticket Identified & technical resources engaged.	SDM ticket generated; priority alarm set

ATTACHMENT L – STANDARD AGREEMENT FORM / APPENDIX A

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor		hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. 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 16, 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>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</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 \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of	Attention: Division of		
Mailing Address	Attention:		
12. CONTRACTOR			
Name of Firm		<p>14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
Date			
13. CONTRACTING AGENCY			
Department/Division		Signature of Head of Contracting Agency or Designee	Date
Date			
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

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

Article 4. Equal Employment Opportunity.

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

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

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

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

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

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

ATTACHMENT M - APPENDIX B1 INDEMNITY & INSURANCE

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.