STANDARD AGREEMENT FORM FOR TASK ORDER PROCUREMENT SYSTEM (TOPS)

1. TOPS Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
0029-20-13-020	**2012-0200-0879**		

5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number
		121912

This contract is between the State of Alaska,

8. Department of	Division of	
Corrections	Information Technology	hereafter the State, and

9. Contractor	
Network Business Systems	hereafter the Contractor.

Mailing Address	City	State	ZIP+4
1231 Gambell Street, Suite 300	Anchorage	AK	99501

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

ARTICLE 2. Performance of Service:

2.1 Appendix A (General Provisions), Articles 1 through 18, governs the performance of services under this contract.

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

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

ARTICLE 3. Period of Performance: The period of performance for this contract begins 8/6/12 and ends 6/30/13.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed the **Total Cost** shown on TOPS Cost Proposal **# 0029-20-13-01**. Payment shall be made upon receipt and approval of detailed invoice(s) by the State of Alaska Project Manager indicated on TOPSRequest **# 0029-20-13**.

4.2 When billing the State, the contractor shall refer to the TOPS Contract Number and send the billing to the contact listed under **Requesting Agency Information** on TOPS Request **# 0029-20-13**.

11. **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.

12. CONTRACTOR		13. CONTRACTING AGENCY	
Network Business Systems		Department/Division Corrections / Information Technology	
Signature of Authorized Representative	Date 7/31/2012	Signature of Head of Contracting Agency or Designee	Date 8AUG12
Typed or Printed Name of Authorized Representative Scott Thorson		Typed or Printed Name LESLIE HOUSTON	
Title President		Title DIRECTOR	

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 a signing this contract.

Article 2. Inspection and Reports.

2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.

2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620632.

Article 4. Equal Employment Opportunity.

4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.

4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.7 Failure to perform under this article constitutes a material breach of the contract.

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.
As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.
All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law.
This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.
Unless specifically amended and approved by the department of Law the General Provisions of this contract supersede any provisions in other appendices.

Article 13. Officials Not to Benefit.
Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.
The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State my 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.

Additional Terms and Conditions

Article 15. Limitation of Liability.
Excluding liability for personal injury, property damage and patent or trademark infringement of any claim applicable under Appendix B, Article 1, contractor's liability arising out of this contract and the state's sole and exclusive remedy for any damages arising out of the state's use of the product or services, shall be limited to the state's direct damages, (not including loss of, or damage to, information or data from any cause; or any indirect, incidental, special, punitive, or consequential damages) but in no event, shall exceed the greater of $100,000 or the total amount paid to the contractor on the task order from which the liability directly arose. Contractor will not be liable for delays or failure in performance due to causes beyond its control or for damages caused by the state's failure to perform its responsibility.

Article 16. Special Task Order Terms and Conditions.
The parties understand and acknowledge that there may be a need to address unique or unanticipated circumstances arising in connection with a particular task order that are within the scope of this contract, but not specifically addressed under this contract. Nothing in this contract shall be construed to preclude the contractor or state from proposing reasonable additional terms and conditions for a task order, consistent with this contract, to resolve any such issues. The parties further agree to negotiate expeditiously and in good faith to achieve resolution of these matters.

Article 17. Ownership of Intellectual Property.
In no case shall the state, its departments, subsidiaries or assigns at any time hold any rights to title or ownership of any preexisting intellectual property and copyrighted materials; licensed software or licensed applications, tools documentation, technical expertise or know-how provided by contractor under this contract. All use of said licensed products shall be governed by the terms and conditions of the software license agreement in place between the parties. Contractor shall have the right to use its products, tools, know-how on other efforts without the prior approval of the department. Contractor shall obtain the approval of the department prior to using materials covered by Article 10 outside of this agreement.

Article 18. Warranties and Disclaimer.
The contractor warrants that the services will meet the contracting agency's requirements set out in the specifications. The contractor does not warrant that the system will meet the contracting agency's requirements not expressed in the specifications. Requirements not reasonably inferred from the specifications are specifically disclaimed by the contractor.

APPENDIX B[1]
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.

APPENDIX C
SCOPE OF WORK

This contract incorporates the following documents by reference:

- **TOPS Request #** 0029-20-13;
- **TOPS Response / Cost Proposal # 0029-20-13-1**

In case of conflict, the following order of precedence shall govern:

1. This contract document;
2. TOPS Request # **0029-20-13**;
3. TOPS Response / Cost Proposal #**0029-20-13-1**

Any scope clarifications and/or negotiations that would not have the effect of changing the ranking of responses may be included below (or on additional pages, if necessary):

COST PROPOSAL

Cost proposal must include all costs required to perform the work as described, including but not limited to travel costs, labor, overhead, etc. **BOTH HOURLY RATE AND EST # OF HOURS MUST BE COMPLETED FOR YOUR PROPOSAL TO BE RESPONSIVE.**

If additional unanticipated work is required after TO contract award, it shall be performed at the hourly rate quoted below. All proposed individual resources and subcontractors are subject to the approval of the TO Manager. Any change in individual resources or sub-contractors after award will require approval by the Agency Project Manager.

To ensure the optimum use of public funds, the state will review cost reasonableness in the following manner:

1. If any response has a cost proposal that is 50% or greater above or below the average cost of all responses, the state reserves the right to not consider that reponse. (Ex: Given an average cost of $10,000, responses with cost proposals $15,000 and higher or $5,000 and lower may be rejected.)
2. BEST VALUE: If the highest ranked vendor's cost proposal is 10% or more greater than the second highest ranked vendor's cost proposal, the state reserves the right to make award to the second highest ranked vendor.
3. LOW PRICE: Past Performance Information (PPI) shall be applied to your Total Cost as a percentage reduction equivalent to your current PPI score for evaluation purposes. (Ex: If your current PPI score is 5, your Total Cost will be reduced by 5% when comparing to other costs.)

COST

Hourly Rate		Est. # Hours		Total Cost
$ 107.00	x	160	=	$ 17,120.00

ETS Fee ($300 + .5% of Total Cost)	$ 1,156.00
Total TO Cost	**$ 18,276.00**

PROPOSED INDIVIDUAL RESOURCES

Tony Price	Lead Technicain	90%
Kale Blankenship	Team member: Cisco support	4
Brand Giroux	Team member: NetApp support	6

PROPOSED SUB-CONTRACTORS

Name	Description of Work	% of Overall Work

Vendor Information

Vendor Name: Network Business Systems

	By checking this box, I, Annette Jones for Network Business Systems (NBS), represent that I am authorized to and do bind the vendor to this response. I certify that all of the information provided herein is true and accurate, to the best of my knowledge. I understand that the discovery of deliberately misrepresented information contained herein may constitute grounds for contract termination and removal from the vendor pool.

Instructions

PROJECT APPROACH.....2
RISK ASSESSMENT.....2
EXPERIENCE/QUALIFICATIONS.....3

General Instructions

Vendors must use the template set out herein for submission of their response to a TOPS Request Form, including 10-point Arial font. Modifications to the format of this template (e.g., altering font size, altering font type, adding colors, adding pictures etc) will result in the rejection of your response.

Other than as requested on this page, your response must be "cleansed" of any identifying names or information. **Do not list any names/information in Project Approach, Risk Assesement, or Experience/Qualifications that can be used to identify your firm. The inclusion of identifying information may result in your response being rejected.**

Project Approach

Provide a concise and detailed summary of your approach to delivering the services described in the TOPS Request Form. The summary must demonstrate your understanding of how to successfully complete the work in a way that meets the state's needs.

Project Approach cannot exceed one page.

Risk ASSESSMENT

Itemize potential **controllable** and **non-controllable** risks associated with providing the services described in the TOPS Request Form and concisely describe how you will mitigate each risk.

Risks cannot exceed one page. You may add/delete additional rows to identify additional risks and solutions, but do not exceed the page limit. Do not include any cost or marketing information.

EXPERIENCE/QUALIFICATIONS

Describe your experience and qualifications specifically as they pertain to the services described in the TOPS. Do not include names or information that can be used to identify your firm or the proposed resource(s).

Experience/Qualifications cannot exceed two pages.

PROJECT APPROACH

BEST VALUE PROCESS ONLY: EVALUATOR NAME: SCORE: 10 5 0

The Department of Corrections supports both Windows and Novell environments and uses NetApp Filers for storage in Juneau and Anchorage as well replication of key data between the two locations. The Novell environment is no longer supported and needs to be converted to Windows.

The Department needs assistance in designing an Active Directory (AD) environment that will follow Microsoft best practices for a multi-site active directory deployment. Additionally assistance in planning any necessary upgrades to the existing server hardware and operating systems, existing VMware versions, existing NetApp Filers and existing desktop services is needed.

A key portion of this task is assistance in planning a migration for the existing Novell 6.4 and 6.5 servers to the new Windows Active Directory environment.

Each of the three proposed NBS technicians is a proven architect and implementer of best practices for: Windows servers, Active Directory, NetApp storage systems and VMware – all of which are in use at Corrections.

Our Lead Technician is a Novell Certified Administrator and instructor for the versions of NetWare in use at Corrections. In addition he has converted over a dozen, similar NetWare systems to Active Directory. One of the systems converted was the Dept. of Public Safety. Our proposed team lead led the ETS AD project and assisted a number of SOA departments in their planning for the ETS AD conversion.

STEP ONE:
Project scope: We will confirm the scope of the plan, ensure we have a formal communications methodology and review Correction's existing infrastructure, inventory, issues and plans.

STEP TWO:
Consider not only Novell and Microsoft best practices but also:

1. Integration with existing Windows applications
2. Integration with existing Terminal Server front end
3. Integration with Unix based inmate management system
4. Back up options
5. Disaster recovery options
6. Security requirements unique to Corrections
7. Manpower and approaches to converting desktops. The objective is to minimize labor since every desktop will need to be touched at least once.

STEP THREE:
Develop and confirm basic requirements for a new AD and the migration

STEP FOUR:
Work with Corrections IT to confirm a fundamental approach for the migration

STEP FIVE:
Draft a new Active Directory design and provide a bulleted list of migration steps

STEP SIX:
We suggest that a quick teleconference/meeting be scheduled every week to review: priorities, work in progress and check on how things are going.

STEP SEVEN:
We will document (broadly and simply) any suggested changes to: software, hardware and operational procedures.

We will also log our time and work on a daily basis.

RISK ASSESSMENT

BEST VALUE PROCESS ONLY: EVALUATOR NAME:

SCORE: 10 5 0

RISK: Corrections technical staff don't have time to be exposed to new tools or approaches.
This can be mitigated with mentoring and documentation as we go along.

RISK: Contractor lead technician isn't available
There is a risk whenever a key resource may not be available due to sickness or other causes. This will be mitigated by ensuring each of the three NBS team members have an expert level knowledge of Active Directory.

RISK: Turnover of Corrections Staff
Staff will naturally have turnover. New IT staff members will likely not have knowledge of existing applications and infrastructure. This engagement could refine or add-on to existing documentation of both hardware and software. This will minimize fumbling around when new staff come on board.

RISK: Sensitive material is inadvertantly exposed.
Three of the proposed team members, including the lead technician, have passed the most stringent state of Alaska security background checks and are cleared to work at locations such as Public Safety, Homeland Security, ETS Data Centers and several federal law enforcement agencies. This ensures sensitivity to good security practices.

RISK: Applications and desktop operating systems are without support for migration or upgrading.
A thorough review of the server applications and Novell systems in place will mitigate this risk. Having a NBS team lead that is very familiar with the version of NetWare and associated NetWare tools will also help.

EXPERIENCE/QUALIFICATIONS

BEST VALUE PROCESS ONLY: EVALUATOR NAME: SCORE: 10 5 0

Our technicians have provided design, installation, support, mentoring, maintenance and tuning for many State of Alaska agency systems that use Windows servers, NetApp Filers, VMware, Dell servers and Cisco Nexus/Catalyst switches for many years. We have assisted approximately a dozen SOA agencies or departments in their migrations from Novell to Active Directory. Additionally we have assisted many agencies with their: individual applications, LANs, virtualizations, consolidations, upgrades, implementations and migrations for over 15 years. We are also a high level partner with Microsoft, VMware (Enterprise), NetApp (Platinum) and Dell (Premier Preferred) which often allows us special access to support, training and tools.

We believe that the combination of an enterprise oriented lead technician with rapid access to additional specialists, as part of a Corrections team, will provide an AD design and migration approach. Our detailed knowledge of and experience with the same hardware and software as used by Corrections will offer consistent, mature technical advice on best practices, tempered by real-world experience.

The lead technician we are proposing has 20 years of enterprise infrastructure support experience, is one of the most knowledgeable Microsoft AD experts in Alaska and has not only migrated a large number of Novell systems to AD but used to design, deploy and support similar Novell systems. This invaluable experience with multi-site Active Driecotry, security and application and operating system conversions is priceless.

The two other proposed team members have deep Microsoft, NetApp and Cisco knowledge, training and certifications.

EVALUATOR NON-CONFLICT OF INTEREST STATEMENT

By checking this box, I certify that neither I, , nor any member of my immediate family has a material personal or financial relationship with this vendor or to a direct competitor of this vendor. I further certify that no other relationship, bias or ethical conflict exists which will prevent me from evaluating this response solely on its merits and in accordance with the evaluation criteria.

Furthermore, I agree to notify the Task Order Manager if my personal or financial relationship with this vendor is altered at any time during the evaluation process. If I am serving as the Procurement Officer of record I agree to advise my supervisor of any changes that could appear to represent a conflict of interest.

EVALUATOR NOTES

To be completed by requesting agency evaluator(s).

Comments MUST be recorded for any section receiving a Best Value score of 10 or 0. Comments must be concise and objective and refer to or quote the portion of the response that led to the score.

PROJECT APPROACH

RISK ASSESSMENT

EXPERIENCE/QUALIFICATIONS