

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 02-0200-05-20	2. Contract Title Pandemic Preparedness Plan	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number VS008134	6. IRIS GAE Number (if used)	7. Alaska Business License Number 2095384	

This contract is between the State of Alaska,

8. Department of Administration	Division Commissioner's Office	hereafter the State, and		
9. Contractor Alvarez & Marsal Public Sector Services, LLC		hereafter the contractor		
Mailing Address 111 3 rd Ave. Suite 2450	Street or P.O. Box	City Seattle	State WA	ZIP+4 98101

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

ARTICLE 2. Performance of Service:

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

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

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

2.4 Appendix D sets forth the contractor payment schedule.

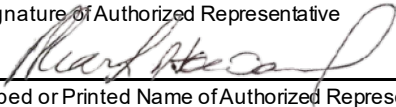

ARTICLE 3. Period of Performance: The period of performance for this contract begins **May 7, 2020** and ends **July 28, 2020**.

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 **\$720,000** in accordance with the provisions of Appendix D.

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

11. Department of Administration	Attention: Division of Commissioner's Office
Mailing Address 550 W 7 th Ave., Suite 1970, Anchorage, AK 99501	Attention: Kelly Tshibaka

12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false 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.
Name of Firm Alvarez & Marsal Public Sector Services, LLC		
Signature of Authorized Representative 	Date 5/8/2020	
Typed or Printed Name of Authorized Representative Mark Howard		
Title Managing Director		
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee Date
Department/Division Commissioner's Office	Date 5/8/2020	
Signature of Project Director 		
Typed or Printed Name of Project Director Kelly Tshibaka		
Title Commissioner		
		Typed or Printed Name Michelle Vuille Title Acting Director, Division of Administrative Services

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.

- 2.2 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract. Notwithstanding anything to the contrary, any such inspection shall be during normal business hours and subject to reasonable advance written notice and security procedures.
- 2.3 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. Furthermore, the contractor may terminate this Agreement but only for Good Reason. For purposes of the foregoing, "Good Reason" shall mean a breach by the State of its obligations under this Agreement that is not cured within 30 days of written notice thereof.

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. Notwithstanding anything to the contrary, the contractor shall retain all right, title and interest in all of its pre-existing intellectual property and all methodologies, processes, techniques, ideas, concepts, electronic and written workpapers, trade secrets, and know-how embodied in any work prepared or delivered by the contractor under this agreement.

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.

Article 17. Liability:

Except for liability for third party claims as set forth in Appendix B1, the contractor's total liability relating to this agreement shall in no event exceed the fees actually paid to the contractor for the portion of the work giving rise to liability, except to the extent that such liability is finally determined to have arisen from acts of contractor that constitute willful misconduct or gross negligence. In no event will the contractor be liable for any special, consequential, incidental or exemplary damages or loss.

Article 18. No Conflicts:

Notwithstanding anything to the contrary, because the contractor and its affiliates comprise a consulting firm ("Firm") that serves clients on an international basis in numerous cases, both in and out of court, it is possible that Firm may have rendered or will render services to, or have business associations with, other entities or people which had or have or may have relationships with the State of Alaska. Firm will not be prevented or restricted by virtue of providing the services under this agreement from providing services to other entities or individuals, including those whose interests may be in competition or conflict with the State of Alaska's, provided Firm discloses the conflict, the state consents, and the contractor makes appropriate arrangements to ensure that the confidentiality of information is maintained.

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

Article 2. Insurance

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

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

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

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

APPENDIX C

SCOPE OF WORK / SERVICES

SCOPE OF WORK:

The contractor will assess and analyze what the State of Alaska is doing and how we can modify those tasks, services, and business processes so they can best be performed from home offices in a telecommuting environment. This will enable us to disperse, protect, and equip our workforce while also maintaining government services.

The contractor will:

- Align with Commissioners, Directors, and other lead stakeholders on the project scope and objectives.
- Align with senior workforce on the project scope and objectives
- Work with Directors and functional area leads to identify core services
- Create a plan for what IT and constituent services and channels are to be revised, including how and estimates of efforts to complete, prioritization of activities that the State needs to accomplish first, and expected project duration.
- Develop a revised AAPEX IT plan to incorporate the full set of tools and management capabilities needed to support a pandemic-prepared government.
- Create a business plan for the overall implementation that includes both costs and estimated savings, as well as recommendations for digital, automation, and remote work opportunities that would be provided to the SOA for possible action/decision during Phase 1. The work plan will utilize MS Project for project management software and will adhere to the critical path method.
- A list of constituent services that can be digitized, in priority order based on the cost/benefit analysis of the reduction in time and costs through increased productivity. The scope of constituent services will be limited to those needed to maintaining core services and continuity of operations, ensuring the SOA can continue to perform mission essential functions regardless of circumstances.
- A list of processes and tasks that can be automated, in priority order based on the cost/benefit analysis of the reduction in time and costs through increased productivity. The scope of tasks that can be automated will be limited to those needed to maintaining core services and continuity of operations, ensuring the SOA can continue to perform mission essential functions regardless of circumstances.
- A prioritized and sequenced plan for implementing enabling capabilities and technologies, as well as a list of services and tasks for automation with estimated technical needs.
- Implement necessary change management consistent with SOA change management processes: Manage project, change adoption process, and communications.
- Account for resource loading, float, WBS, etc. in their project management
- Report to the portfolio oversight contractor
- Catalog ongoing, active IT projects in the State
- Synthesize data and share report and recommendations on core service prioritization
- Adjust services if required due to unforeseen circumstances, upon mutual agreement of the involved parties

APPENDIX D PAYMENT SCHEDULE

PERIOD OF PERFORMANCE: The term of this contract will be from May 5, 2020, through July 28, 2020. There are no renewal options available under this contract. However, and at its own discretion, should the state decide to extend the established period of performance, the scope of work will be performed under the same terms and conditions of the original contract, on a month to month basis.

COST: Contractor shall be reimbursed for all expenses necessary to perform work under this contract. This is a fixed fee contract and will remain firm through the life of the contract, including contract period of performance extensions. However, this contract shall not exceed **\$720,000** for the term of the contract.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of the Procurement Officer appointed by Department of Administration. However, the Office of the Commissioner will be responsible for managing the services provided and performed under this contract and will be the point of contact for inquiries concerning payment information. Problems or complaints concerning performance of this contract must be in writing and emailed or mailed to the appointed Procurement Officer for resolution.

INVOICES: Contractor shall submit a detailed monthly invoice and a progress report to the address in section No.11. Payment will be net 30 days pending approval of the project director. Contract number and contracting department name must appear on all invoices & documents relating to this order for payment. Failure to submit invoice as required may cause an unavoidable delay with the payment process. No payment will be made until the progress report, deliverables and invoice have been approved by the Project Director.