

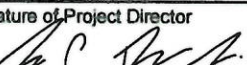


## STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number C140327	2. Contract Title Technical Consulting and Coordination Services	3. Agency Fund Code See Appendix D	4. Agency Appropriation Code See Appendix D
5. Vendor Number WLD14287	6. IRIS Document ID # CT190000583	7. Alaska Business License Number 979526	
This contract is between the State of Alaska,			
8. Department of Public Safety		Division Division of Statewide Services	hereafter the State, and
9. Contractor 911 Insight (William L. Doolittle – Owner)			hereafter the contractor
Mailing Address	Street or P.O. Box 2140 E 56 <sup>th</sup> Ave	City Anchorage	State ZIP+4 Alaska 99507
10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.			
<b>ARTICLE 2. Performance of Service:</b> 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.			
<b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins <u>February 5, 2019</u> and ends <u>June 30, 2019</u> .			
<b>ARTICLE 4. Considerations:</b> 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed <u>\$960,000.00</u> 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 Public Safety		Attention: Division of Statewide Services	
Mailing Address 5900 E Tudor Road, Anchorage, Alaska 99507		Attention: Vijaya Srinivasan, Data Processing Manager I	
<b>12. CONTRACTOR</b>			
Name of Firm 911 Insight (William L. Doolittle – Owner)		14. <b>CERTIFICATION:</b> 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.	
Signature of Authorized Representative 	Date 6 FEB 2019		
Typed or Printed Name of Authorized Representative WILLIAM L. DOOLITTLE			
Title PRESIDENT / OWNER			
<b>13. CONTRACTING AGENCY</b>			
Department/Division Department of Administration/Office of Information Technology		Date 2/6/2019	Signature of Head of Contracting Agency or Designee 
Signature of Project Director 		Date 2-6-19	
Typed or Printed Name of Project Director John Roberts		Typed or Printed Name Dan Spencer	
Title Director – Strategic Operations		Title 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.

- 2.1 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.

**APPENDIX B<sup>2</sup>**  
**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 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.

**2.4 Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

## **APPENDIX C SCOPE OF WORK**

### **1. Purpose**

The purpose of this contract is for the Contractor to provide technical consulting and coordination services.

The State of Alaska, Department of Public Safety (DPS) will use these services to accomplish the following: successfully plan and implement the centralization of DPS dispatch center operations in Alaska and improve 911 calling services to Alaskans, including rural communities.

### **2. Order of Precedence**

The order of precedence for the contract between the Contractor and DPS is established by the order of the following documents:

1. Any amendment to the executed contract with the more recent amendment taking precedence over a less recent amendment.
2. The Standard Agreement Form for Professional Services and Appendices.
3. The Contractor's proposal.

The above numbered documents are, collectively, the "contract." In the case of any conflict or inconsistency arising under the contract documents, a document identified with a lower number in this subsection shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. No conflict or inconsistency shall be deemed to occur in the event an issue is addressed in one of the above mentioned contract documents but is not addressed in another of such documents.

Where terms and conditions specified in the Contractor's proposal differ from the terms and conditions in contract documents 2, as identified above in section 2 Order of Precedence, the terms and conditions of documents 2 shall apply. Where terms and conditions specified in the Contractor's proposal supplement the terms and conditions in contract documents 2, as identified above in section 2 Order of Precedence, the supplemental terms and conditions shall apply only if specifically accepted by the Procurement Officer in writing.

### **3. Contractor Performance and Deliverables**

The Contractor shall perform the scope of work, provide the deliverables, and meet the delivery and completion dates as outlined below:

The Contractor's primary tasking would be to act as a 'Subject Matter Expert' role for the State's initiatives. The State has already designated a Project Manager for the DPS Operations Center initiative.

The State's relevant initiatives include:

- Construction of an operations room (dispatch center) and affiliated facilities at 5500 E Tudor Road.
- Outfitting of radio consoles, call taking and associated information systems at 5500 E Tudor.
- Telecommunications provisioning at 5500 E Tudor, including radio communications, carrier-provided and dedicated telecommunications networks for emergency and non-emergency call answering.
- Implementation of Computer Aided Dispatch (CAD) for the Alaska State Troopers, including the aggregation of geographic information for mapping and location validation.
- Establishment of alerting and warning systems control at 5500 E Tudor Road.
- Transition planning for the migration of MatCom and Soldotna dispatch responsibilities to 5500 E Tudor Road.
- Application for pending federal 9-1-1 grant funds.
- Governance, strategic planning and the technical foundation for statewide 9-1-1 calling and call answering, including Next Generation 9-1-1 capability.

In order to meet the State's objectives, we are proposing a 'level of effort' basis for this engagement. We have identified several areas of assistance that could be the basis for specific tasking supporting the implementation of the State's new DPS Operations Center in Anchorage as well as the implementation of statewide 9-1-1 calling and call answering.

This section identifies those key activities and expected deliverables of the Contractor.

**1. Review Background Materials:**

Contractor will review and become familiar with prior documentation on the current initiatives. It would include: project overviews, budget projections, project plans, schedules and timelines, meeting minutes, correspondence, statutory language, proposed legislation, and any other relevant internal documentation. Contractor would identify questions and areas of concern for follow-up with project team participants.

**Deliverables:** Identification of questions and issues.

**2. Contribute to Project Plans:**

Contractor will specifically review and comment on any proposed implementation plans and assist the State with the further development of resource planning. Where appropriate, Contractor will support the development of additional work breakdown structures and baseline schedules.

**Deliverables:** Proposed project schedules and work breakdown structures.

**3. Provide Technical and Subject Matter Expertise:**

Contractor will participate in the definition of requirements and the development of specifications for the proposed operations (dispatch) center facility, providing an objective analysis. An immediate task is to coordinate with architects, engineers and space planners for the new facility at 5500 E Tudor Road. Contractor will also participate in the information systems and telecommunication aspects of the State's initiatives, joining planning sessions and the development of any necessary procurement needs. This is to leverage Contractor's existing knowledge of the State's initiatives (i.e., the recent dispatch center cutover in Fairbanks) and contribute in the areas of needs, functionality, scope definition, activity scheduling, resource requirements and project team coordination. Contractor will also support the analysis of 'build versus buy' of alternatives to meeting the State's needs, such as cooperating with existing local jurisdiction technology infrastructure.

**Deliverables:** Draft needs and requirements and design review comments.

**4. Support Procurement Requirements:**

Contractor will provide support in the development of scope of work for products and services. Contractor will provide input on draft solicitation documents and the preparation of any subsequent addenda. Where necessary, Contractor will take the lead in benchmarking vendor pricing as well as resolving scope of work discrepancies. Contractor will also comment on the adequacy of vendor deliverables and later implementation phases.

**Deliverables:** Scope of work clarification/development and input on draft solicitation documents and addenda.

**5. Provide Implementation Assistance & Support:**

Contractor will participate in scheduled and ad-hoc staff meetings to review and evaluate task accomplishment against implementation plans. Contractor will assist with the identification of specific action plans and resource allocation to resolve project delays or cost impacts as they are identified. As necessary, Contractor will develop risk management plans for significant events during the planning and implementation phases. Contractor will also be available for specific tasking to provide communications or coordination of discrete project needs, such as acting as a designated task leader.

**Deliverables:** Action and risk management plans.

**6. Publish Issues and Exceptions Analysis:**

Contractor will assist in the development of position papers that provide a discussion of topical issues and any exceptions to progress of the State's initiatives. These are to include a restatement of the issue at hand, a discussion of the alternatives to resolving the problem, and recommendations to executives and management as to next steps.

**Deliverables:** Project issue analysis.



**7. Contribute to Operational Planning:**

Contractor will support the analysis and recommendations of operational planning for the new center at 5500 E Tudor Road. This is to include: human resource (transition) planning, staffing needs, schedules, workload analysis and updates or development of necessary policies and procedures.

**Deliverables:** Analysis and recommendations for operational planning.

**8. Lead Operational Transition Planning:**

Contractor will take the lead in planning for the transition of operations to 5500 E Tudor Road. Contractor will develop a transition plan that encapsulates all the necessary transition steps, such as facility readiness, information systems and telecommunications provisioning and participant roles. Contractor will also lead discussions identifying the feasible contingency plans. The transition plan is to also include a script of transition tasks and cutover tests to accomplish the day of cutover.

**Deliverables:** Transition plan and cutover script.

**9. Assist with Quarterly Project Management Reviews:**

Contractor will support the State with the preparation and presentation of periodic (quarterly) executive project management reviews. This information is to be provided at an executive (decision package) level for discussion and executive action (as necessary). This includes updating schedules, action plans, risk analysis, and other meeting deliverables.

**Deliverables:** Draft and final project management reviews.

**10. Support Executive Meetings:**

Contractor will support the State with preparation and presentations to State executives (e.g., Governor's office) and legislative audiences as the initiatives proceed. Contractor will participate in planning sessions as well as contribute to written products for internal or public distribution, such as 'frequently asked questions' or brochures describing the State's initiatives.

**Deliverables:** Presentation and handout materials.

**11. Participate in Public Meetings:**

Contractor will support the State in the preparation and presentation of public meetings, including chartered steering bodies (such as interoperability and local agency governance boards) relevant to the current initiatives. Contractor will assist in developing stakeholder involvement (such as local jurisdictions and telecommunications carriers), as well as setting agendas, clarifying the scope of discussions and capturing issues and concerns.

**Deliverables:** Issues & concerns, action items and draft replies.



**12. Support Regulatory and Legislative Proceedings:**

Contractor will develop initial position papers and rationale for recommended changes to regulatory or statutory language supporting the State’s 9-1-1 initiatives. Upon request, Contractor will participate in hearings providing testimony relevant to the current initiatives, as well as meeting with legislative and regulatory staff.

**Deliverables:** Position papers and draft statutory filings.

**13. Contribute to Project Tracking & Status Reporting:**

Contractor will support the development and maintenance of the State’s project tracking and status reporting tools. On a periodic basis, Contractor will provide additional information as to tasks accomplished, open issues, action plans and financial status.

**Deliverables:** Contributions to periodic project status reports.

**14. Provide Periodic Utilization Report:**

Contractor will provide a monthly status report of their activities to accompany their monthly invoice. This is to include: level of effort towards specific initiatives, identification of open issues, next period action items, and a reconciliation of the allocated hours budget with hours used to date.

**Deliverables:** Monthly status report, hours utilization and provide invoice(s).

Contractor should anticipate that State of Alaska management and staff will be involved in each of the tasks described above. This involvement will include one-on-one discussions, task group and scheduled staff meetings, but could include specific research and information compilation tasks. Working closely with the State, Contractor will jointly develop the content of the deliverables described above. All their deliverables will be presented in draft form and revised based on the State’s review and comment.

DPS will provide the Contractor with a laptop (to be returned to DPS after contract services are rendered), office supplies and the necessary office space to work out of during the performance of services under the contract.

<b>Deliverable Acceptance Schedule</b>			
<b>#</b>	<b>Scope</b>	<b>Delivery</b>	<b>Method</b>
1	Review Background Materials	Within two weeks of contract signature.	Electronic file in Microsoft Excel or Word format
2	Contribute to Project Plans	High level task and deliverables within 30 days of contract signature. Subtask and task descriptions June 30, 2019	Electronic file in Microsoft Excel or Word format

3	Provide Technical and Subject Matter Expertise	As requested	In person. All documentation created and delivered via email.
4	Support Procurement Requirements	As requested. Draft project Scope of Work due by April 1, 2019	All documentation created and delivered via email.
5	Provide Implementation Assistance & Support	Risk management plan on Anchorage Dispatch Project on March 1, 2019	Electronic file in Microsoft Excel or Word format
6	Publish Issues and Exceptions Analysis	Provided in Monthly Report	Electronic file in Microsoft Excel or Word format
7	Contribute to Operational Planning	As requested.	Electronic file in Microsoft Excel or Word format
8	Lead Operational Transition Planning	Draft by June 1, 2019. Final by June 30, 2019	Electronic file in Microsoft Excel or Word format
9	Assist with Quarterly Project Management Reviews	March 31, 2019 and June 30, 2019	
10	Support Executive Meetings	Weekly	Electronic file in Microsoft Excel or Word format
11	Participate in Public Meetings	As requested.	Electronic file in Microsoft Excel or Word format
12	Support Regulatory and Legislative Proceedings	April 1, 2019	Electronic file in Microsoft Excel or Word format
13	Contribute to Project Tracking & Status Reporting	Weekly	Electronic file in Microsoft Excel or Word format
14	Provide Periodic Utilization Report	Monthly	Electronic file in Microsoft Excel or Word format

The Contractor shall perform the tasks, services, and deliverables set forth within this Scope of Work to DPS's satisfaction. The Contractor shall be responsible for all communications regarding the progress of performance of the contract and shall discuss with DPS any issues, recommendations, and decisions related to the contract. The Contractor shall be the sole point of contact on all matters related to the performance of the contract.

The Contractors rate shall be \$150.00 per hour for services rendered in performance of this contract.

### DPS Project Manager

The DPS Project Manager is responsible for monitoring the operations and performance of the Contractor for contract compliance, and to coordinate actions and communications between DPS and the Contractor. The DPS Project Manager for this contract is:

Attn: Vijaya Srinivasan, Data Processing Manager I  
5900 E Tudor Rd  
Anchorage, Alaska 99507  
Phone: 907-269-0066  
E-mail: vijaya.srinivasan@alaska.gov

### **4. Remedial Action**

In addition to any remedies available to DPS under law or equity, DPS at its sole discretion may require one or more of the following remedial actions if the Contractor fails to cure findings of breach, or as otherwise provided for herein:

- DPS may take reasonable steps to provide for such cure and may offset the costs of such cure against the contract pricing in effect at the time of occurrence of a breach.
- Reduce and/or offset payment to reflect the reduced value of goods or services received.
- Withhold payment or require payment of actual damages caused by a breach.
- Terminate the contract pursuant to section 5 Termination.

Withholding of payment by DPS for the failure of the Contractor to perform shall not relieve the Contractor from its obligations under the contract.

### **5. Termination**

#### Termination for Cause

The occurrence of any of the following events shall be an event of default under the contract and cause for termination:

- A material breach of any term or condition of the contract.
- Any representation or warranty by Contractor in its proposal that proves to be untrue or materially misleading.
- Any default or non-compliance as otherwise specified in the contract.

DPS may terminate the contract if DPS provides the Contractor written notice of default and the Contractor has failed to cure the default within 30 calendar days. If DPS terminates the contract for default, DPS reserves the right to take any action it may deem necessary including, without limitation:

- Exercise any remedy provided by law or equity.
- Withhold payment until the default is remedied.
- Offset of damages against payment due.

#### Termination for Convenience

DPS may terminate the contract at its convenience, in whole or in part, by providing the Contractor written notice 30 calendar days prior to termination of the contract.

If DPS terminates the contract for convenience, DPS is liable only for payment in accordance with the payment provisions of this contract for goods or services provided before the effective date of termination.

#### Effect of Termination

Upon termination by DPS, the Contractor shall:

- Stop work as directed by DPS. Place no further orders or requests of subcontractors, if any, for goods or services;
- Take actions necessary, or that DPS may direct, for the protection and preservation of the goods or services;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the termination notice;
- Deliver or otherwise make available to DPS all data, reports, estimates, confidential information, summaries and such other information and materials, as may have been accumulated by the Contractor in performing the contract, whether completed or in process.

**END OF APPENDIX C SCOPE OF WORK**

## APPENDIX D COMPENSATION

The Contractor will be compensated for goods or services rendered to the State of Alaska, Department of Public Safety (DPS) in accordance with the contract terms and conditions, and as follows:

1. Unless otherwise stated in this contract, price adjustments will not be allowed during the renewal process. The price for this contract will remain firm and not fluctuate for the entire term of the contract, to include any and all renewals or extensions. Any request for an adjustment to the time, scope, or cost of the contract that will impact the pricing will only be considered at the Contractor's written request based on justification through sufficient supporting documentation and is subject to approval based upon legislative or department appropriations.
2. The period of performance for the initial contract term shall begin on the Service Commencement Date of February 5, 2019 and expire on June 30, 2019.
3. This contract includes the following renewal options, to be exercised solely at the discretion of the State.

Renewal Option #1	July 1, 2019	through	June 30, 2020
Renewal Option #2	July 1, 2020	through	June 30, 2021

The State will not be responsible for payment of goods or services rendered outside the valid term of this contract, there will be no exceptions.

4. If a renewal option is not exercised by DPS, the contract shall be considered expired on the expiration date noted above and does not require notification of such by DPS. All exercised renewal options shall be executed via written amendment to the contract. DPS may enter into a month-to-month holdover extension, prior to the expiration of the current contract term. All exercised month-to-month holdover extensions shall be executed via written amendment to the contract. DPS will provide the Contractor written notice 30 calendar days prior to cancellation of any month-to-month holdover extension. The total cumulative dollar amount of each month-to-month holdover extension shall not exceed the unanticipated amendment limitations stated in Alaska Administrative Manual 81.700. All other terms and conditions specified by the contract shall remain the same during any month-to-month holdover extension period.

5. The compensation for the entire duration of the contract, including all renewal option periods, shall not exceed \$960,000.00. The compensation for the initial contract term and each renewal option year shall not exceed the dollar amounts identified below:

Initial Contract Term = \$210,000.00  
 Renewal Option #1 = \$350,000.00  
 Renewal Option #2 = \$400,000.00

The price for goods or services shall be based on the Contractor's proposal dated October 31, 2018.

6. The Contractor shall submit a properly documented invoice monthly to DPS. Payment to the Contractor is contingent upon the Contractor delivering a properly documented invoice, no later than 30 days after the completion of a deliverable, to DPS and after DPS confirms receipt of goods or services. DPS retains the right to request additional justification and/or documentation as it deems necessary to ensure appropriate payment of the invoice.

Every invoice shall include the following information:

- Contract number;
- Identification of the billing period;
- An itemized listing of deliverables and charges for the invoiced period;
- Total amount billed;
- Date invoice was submitted for payment;
- Entity name, contact information, and Alaska vendor number.

Contractor shall send invoices to:

Attn: Vijaya Srinivasan, Data Processing Manager I  
5900 E Tudor Rd  
Anchorage, Alaska 99507  
Phone: 907-269-0066  
E-mail: vijaya.srinivasan@alaska.gov

Questions concerning payment must be addressed to the DPS point of contact identified above.

7. Final invoices must be received by DPS no later than 30 days following the termination or expiration date of the contract.

8. 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.

9. The State is a government entity and it is understood and agreed that the State's payments herein provided for may be paid from Alaska State Legislative appropriations; and approval or continuation of a contract is contingent upon Legislative appropriation. The State reserves the right to terminate the contract in whole or part if, in its sole judgment, the Legislature of the State of Alaska fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments; or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available. Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability; or for general, special, incidental, consequential, or other damages resulting therefrom.

For State use only:

Fund (1004)

Unit (6495)

Object (3063)

Appropriation Unit (12C901003)

Activity (4190)

**END OF APPENDIX D COMPENSATION**