

STANDARD AGREEMENT FORM FOR TASK ORDER PROCUREMENT SYSTEM (TOPS)

1. TOPS Contract Number 0024-08-12-010	2. DGS Solicitation Number 2012-0200-0879	3. Financial Coding	4. Agency Assigned Encumbrance Number 830431
5. Vendor Number RED91290	6. Project/Case Number	7. Alaska Business License Number 116276	
This contract is between the State of Alaska,			
8. Department of		Division of Community and Regional Affairs hereafter the State, and	
9. Contractor Resource Data, Inc.		hereafter the Contractor.	
Mailing Address 1205 E. Int'l Airport Rd., Ste 100	City Anchorage	State AK	ZIP+4 99518
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 <u>7/16/12</u> and ends <u>3/31/2013</u> .			
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 # 0024-08-12-01 . Payment shall be made upon receipt and approval of detailed invoice(s) by the State of Alaska Project Manager indicated on TOPSRequest # 0024-08-12 .			
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 # 0024-08-12 .			

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	
<i>Resource Data, Inc</i>		Department/Division Commerce, Community & Economic Development /	
Signature of Authorized Representative <i>Lois Hansen</i>	Date <i>7/17/12</i>	Signature of Head of Contracting Agency or Designee <i>David Seng</i>	Date <i>7-17-12</i>
Typed or Printed Name of Authorized Representative Lois Hansen		Typed or Printed Name David Seng	
Title Director of Business Administration		Title IT Manager	

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

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 response. (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
\$ 82.50	x	880	=	\$72,600.00

ETS Fee (\$300 + .5% of Total Cost)	\$ 663.00
Total TO Cost	\$73,263.00

PROPOSED INDIVIDUAL RESOURCES

Justin Strawther	Mike Brameld	

PROPOSED SUB-CONTRACTORS

Name	Description of Work	% of Overall Work

VENDOR INFORMATION

Vendor Name: Resource Data, Inc. (RDI)

<input checked="" type="checkbox"/>	<p>By checking this box, I, Howard Earl for Resource Data, Inc. (RDI), 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.</p>
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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 Assessment, 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 goals of this project are to assist the Division of Community and Regional Affairs (DCRA) development team in finalizing data migration and implementation of the administrative application, and to move forward to implement the Community Database Online (CDO), RUBA, and STARS applications.

To meet these goals, our firm will provide two developers with hands-on knowledge of the DCRA's systems and data to work onsite in Juneau to code, test, document, and deliver these programs according to DCCED standards. At the DCCED Analyst Programmer V's direction, our developers' project approach will focus on the following tasks:

DATA MIGRATION: In order to ensure that the applications rest upon a solid and maintainable database foundation, one of the primary objectives during the early stages of the project will be to solidify and finalize the data migration efforts which have already taken place. Business users will be included in discussions regarding the data migration process, and will play a key role in review and cleanup of existing Community, RUBA, and STARS data in the legacy database to ensure that only clean, meaningful data is migrated to the new system.

IMPLEMENTATION: The project will follow an agile (Scrum) methodology, promoting frequent communication among team members, and allowing the team to adapt to changes in scope and requirements.

-- Early implementation efforts will be focused on completing the internal-facing administrative application. Our developers will focus on finalizing the Community, Entity, and Entity Type maintenance screens, providing users with three avenues by which to maintain the complex set of data tracked by the administrative application. Following these will be implementation of the internal-facing RUBA and STARS maintenance screens, allowing users to view, manage, and publish reports about Alaskan communities. Final efforts will focus on fine-tuning the application to ensure that it meets all business user needs and departmental standards.

-- Upon finalization of the administrative application, our team will turn to the public-facing CDO, RUBA, and STARS applications. When complete, these web applications will take advantage of the redesigned database to present data to users in a format which improves upon the current implementation, adding improved search and ad-hoc reporting capabilities, and meeting updated departmental web design standards and practices.

TESTING: An important aspect of this project will be developing regression tests, load testing, and manual end-user test plans.

- Regression tests will be implemented in the form of unit tests. One key focus of design and implementation will be to develop testable code, allowing for the creation of unit tests which isolate and verify small pieces of functionality. For more information, refer to the Risk Assessment on the next page.
- Load tests will be developed in order to ensure that the database and web server resources, which are shared by other applications, are not significantly burdened by the applications being developed.
- Manual test cases will be developed with the joint goal of ensuring that the application functions as designed from an end-user perspective, and that it meets all end-user needs in terms of functionality and intuitiveness.

ASSUMPTIONS

This project approach is based on the following assumptions:

- Data migration is well under way and a solid database design has already been created, but the process is not yet complete.
- Implementation of the administrative application is under way but has not yet received final acceptance.

RISK ASSESSMENT**BEST VALUE PROCESS ONLY: EVALUATOR NAME:**SCORE: 10 5 0

RISK: Frequently changing requirements

WHY IT IS A RISK: As new systems begin to come to fruition and users begin to see examples of the finished product, new requirements often emerge which were not considered during earlier design phases. If scope and requirement changes are not mitigated properly, the project schedule will suffer.

OUR SOLUTION: Business users will be closely involved in the design and testing processes in order to avoid going too far down a path which does not meet their needs.

RISK: Code does not lend itself to automated testing

WHY IT IS A RISK: If an application's architecture is not designed with unit testing in mind, it can be difficult to isolate components and verify functionality in an automated fashion. Applications that lack automated testing are susceptible to introduction of bugs as new features are added.

OUR SOLUTION: Our developers will design the application in a layered architecture, using interfaces to achieve loose coupling among the various components in order to produce code that can be isolated and tested using automated unit tests.

RISK: Incomplete user stories

WHY IT IS A RISK: Incomplete user stories will require additional review and could potentially delay test scenario creation or lead to incorrect or inadequate test scenarios.

OUR SOLUTION: We will provide a developer dedicated to testing who will review user stories prior to beginning test scenario creation and ensure that user stories are complete and capture all desired functionality. He will also maintain close contact with business users and project managers to ensure that user stories are created correctly and remain up-to-date in light of changing requirements.

RISK: Lack of availability of key DCCED business users

WHY IT IS A RISK: Data in legacy systems poses a wide range of difficulties with data migration. Often, data must be reviewed and sanitized by business users who have the requisite domain knowledge. If key personnel are not able to review data and assist in cleanup, the project schedule and success will suffer.

OUR SOLUTION: We mitigate this risk by encouraging frequent communication with business users through weekly status meetings, and by maintaining and publishing due dates for key DCCED milestones, planning around known periods of unavailability as far in advance as possible.

RISK: Lack of availability of contractor staff

WHY IT IS A RISK: If contractor staff is not available, the project schedule, scope, and success will suffer.

OUR SOLUTION: Our firm uses a proprietary tool designed specifically to solve this problem and ensure that our team members are available for the hours stated in the TOPS request.

RISK: Lack of communication

WHY IT IS A RISK: Lack of communication can cause projects to fail.

OUR SOLUTION: In addition to providing regular status reports, we will follow an agile (Scrum) methodology to encourage informal communication daily. We will also help DCCED create a communication plan that standardizes communication processes with staff before applications are released to production.

EXPERIENCE/QUALIFICATIONS**BEST VALUE PROCESS ONLY: EVALUATOR NAME:**SCORE: 10 5 0**COMPANY QUALIFICATIONS**

1. Our firm has a long history of successful projects with DCCED and the DCRA, including hands-on analysis, design, development, and implementation of the DCRA administrative application, CDO, RUBA, and STARS systems. This direct experience with the data and systems involved in this project will ensure that the department's needs are met in an efficient and cost-effective manner.
2. We are a Microsoft Gold Partner specializing in web development in the .NET framework. Our developers have extensive experience on projects meeting State of Alaska standards.
3. We have provided extensive testing for significant State projects such as the Department of Revenue's Data Entry and Examination (DEX) application to improve tax return processing, and the online PFD application.
4. Our Juneau location ensures that our proposed staff are available to work onsite with the DCCED's Analyst Programmer V.

STAFF QUALIFICATIONS

We propose a highly qualified team with several years of experience on State of Alaska projects and direct experience working with DCRA data and applications from work on previous Task Orders.

Our proposed senior programmer/analyst has extensive technical experience in a broad suite of technologies, including ASP.NET, WinForms, WPF, and PowerBuilder. He also possesses strong database design and implementation skills. He has been a key player in multiple projects that successfully employ agile (Scrum) development methodologies. His recent work includes providing project management and lead development services for the DCRA Build project.

Our secondary developer spent 12 years in the US Air Force as an enlisted computer programmer and worked on several major projects for the US Air Force and NATO using a range of technologies including Oracle databases, Oracle Forms & Reports, Perl, and Java. He recently created an ASP.NET application to allow users to import data into the DCRA database. This tool allows users to map spreadsheet columns to database tables and columns, including lookup values when necessary.

RELEVANT EXPERIENCE**DCRA SYSTEMS CONSOLIDATION: ANALYSIS, DESIGN, AND BUILD**

The DCCED's DCRA had implemented a dozen small, independent systems to track data and provide business information including infrastructure, grants, plans, community profiles, and management tools. The systems were out of date, did not comply with State or Department standards, and were riddled with redundant data.

Our team documented and analyzed these systems. We then redesigned a system to consolidate three main existing systems (RUBA, CDO, and STARS), and nine subsidiary systems, enhancing manageability and facilitating extensibility as systems and business needs grow. We created a normalized and consolidated entity relational diagram (ERD) and data migration plan, designed a new portal, and integrated the system data to reduce redundancy and increase productivity and extensibility.

Deliverables included:

- Project Charter
- Process and Systems Analysis (PSA)
- Software Requirements Specification (SRS) and Traceability Matrix
- Design Concept
- Design

Part of this work involved developing and maintaining a relational database while working with business users to identify, clean, and migrate old data into the new system. The database was implemented in SQL Server and the intranet application uses ASP.NET Web Forms on top of an N-Tier architecture, with the Entity Framework for data access, and MSTEST and Moq for unit tests.

EXPERIENCE/QUALIFICATIONS (CONT.)**DCCED: GRANTS TRACKING SYSTEM BUILD**

Our firm was contracted to architect and implement a solution to replace an aging central grants tracking system for the State of Alaska with a custom system. Our team used Scrum methodology to iteratively build, test, and deploy the final application using .NET and WinForms technologies. The build process involved regular meetings with DCCED personnel to manage scope and organize user testing. The new application allows users to track community grant data, including grant statistics, recipient data, and community data. It also allows users to run reports on existing data to fill grantee requests. The final application had an N-tier architecture to separate the business logic from the front end application and the back end database. Users go to a web location to launch a smart client application that communicates with a central database via web services.

DCCED: GRANTS TRACKING SYSTEM ENHANCEMENTS

In a follow-up Task Order to the Grants Tracking System build, our team prioritized and implemented enhancements to the recently released application that tracks grants information for the State of Alaska. We led and organized the lifecycle of individual enhancements to existing architecture from analysis through deployment, including user testing and client approval. Technologies: Visual Basic .NET 3.5, Oracle 10g, Entity Framework.

STATE OF ALASKA AUTHENTICATION SYSTEM

The State of Alaska needed to develop a single user authentication system for all persons doing e-business with the state. To meet this need, we developed myAlaska, which is used by all state agencies needing secure user login functionality. This application, which includes an administrative web interface and a web service, required complex SQL programming to meet strict standards.

STATE OF ALASKA, DEPARTMENT OF REVENUE, DATA ENTRY AND EXAMINATION

Our company was contracted to custom build a Data Entry and Examination (DEX) application to improve tax return processing for the Motor Fuel, Mining, and Corporate Income tax programs. This project involved extensive testing including the following:

- Development of a comprehensive testing process including role definition and integration of lifecycle tools such as Team Foundation Server and Microsoft Test Manager
- Component development using an iterative process tightly coupled with specification, unit testing, and test case creation

STATE OF ALASKA, DOR, PERMANENT FUND DIVIDEND ONLINE APPLICATION

DAIS IV is a high-profile software application responsible for distributing the Permanent Fund Dividend (PFD) to over 600,000 Alaskan residents in what is the single largest individual cash transaction in the country, ranging to as much as \$2 billion. Our company supported Permanent Fund Dividend Division (PFDD) throughout the entire software development life cycle in a multi-year project that moved dividend distributions away from mainframe computers and onto more modern, mid-tier technologies. As part of the successful implementation of this system, we supported PFDD in achieving 99.99th percentile confidence goal on all disbursement runs through extensive result audits and performance testing.

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**

TASK ORDER REQUEST FORM

Complete all applicable sections and e-mail to: doa.taskorders@alaska.gov

REQUESTING AGENCY INFORMATION

Department: 08 - Commerce, Community Economic Development
 Division/Section: Community Regional Affairs
 Billing Contact: Melissa Taylor Ph #: 907-269-4540 E-mail: melissa.taylor@alaska.gov
 CC / LC: _____

TASK ORDER INFORMATION

Solicitation Type: **Best Value** **Low Price**
Cost Type: **Fixed Fee** **Time & Materials:** 880 est # of hours
Response Deadline: 7/6/2012
If Task Order is expected to be \$50,000 or under, circulation period must be at least 3 business days. If over \$50,000, circulation period must be at least 5 business days.
Project Title: DCRA System Consolidation Build
Project Manager: Margaret Clement Ph #: 907-465-2571 E-mail: margaret.clement@alaska.gov
Category: 9: Distributed Applications
Start Date: _____ **Not to Exceed:** \$60,000
End Date: _____
Location of Work: Juneau **No Preference**

VENDOR SELECTION

(Only complete if Not to Exceed is \$50,000 or less)

Vendor #1: _____

Vendor #2: _____

Vendor #3: _____

More vendors may be included on an additional sheet.

IT STANDARDS

All work on any contract awarded as a result of this task order must be in compliance with state and federal requirements, including but not limited to the state information technology and telecommunication security policies and Technology Management Council (TMC) standards.

The state telecommunication and information technology security policies can be located at:
security.alaska.gov

The TMC standards can be located at:
www.state.ak.us/local/akpages/ADMIN/info/plan/standards.shtml

Both can be downloaded by any authenticated state employee.

DEPARTMENT APPROVAL

I, Dave Seng, represent that I am authorized to and do bind the Department to this request and certify that this Task Order is in compliance with the Department's IT Plan, the Statewide IT Plan and the IT Standards, and is in the best interest of the state.

BACKGROUND

This is a continuation of Task Order 08-1625.

SCOPE / STATEMENT OF WORK

Two part time .NET programmers are requested to work at the direction of DCCED's Analyst Programmer V. The programmers will design, code, test, document, and deliver programs according to DCCED programming standards. The scope of the work will be taking the project from the completion of the migration and the administrative application through the Community Database Online, RUBA, and STARS implementations. One programmer is needed to focus on coding, and one to focus on testing - Visual Studio regression tests, load testing, and writing manual test plans.

SPECIAL EXPERTISE & EXPERIENCE

ASP.NET, VB.NET, and Entity Framework experience required. Experience in designing and writing automated regression tests, load testing, and manual test plans is preferred. Experience with the complexities of the Division of Community and Regional Affairs (DCRA) data is preferred.

SPECIAL CONSIDERATIONS OR CONSTRAINTS

TASK ORDER REQUEST FORM INSTRUCTIONS

HEADER INFORMATION

The Task Order # will be assigned by the Task Order Manager. Please do not otherwise assign your own number to this form.

REQUESTING AGENCY INFORMATION

Enter agency-specific information as required.

- | | | |
|----|-------------------|--|
| 1. | Department: | Select your department from the dropdown box. |
| 2. | Division/Section: | Your division and section names. |
| 3. | Billing Contact: | The name and contact info that invoices related to this Task Order will go to. |
| 4. | CC/LC: | The collocation/ledger code that the task order will be billed against. |

TASK ORDER INFORMATION

Enter information regarding this task order.

- | | | |
|----|--------------------|--|
| 1. | Solicitation Type: | Select which solicitation method to use for this Task Order. |
| | - | Best Value will be awarded to the responsive and responsible vendor with the most advantageous response, considering project approach and risk assessment, experience and qualifications, Past Performance Information (PPI), and cost. Each of these four evaluation criteria are weighted equally at 25%. |
| | - | Low Price will be awarded to the responsive and responsible vendor with the lowest price after the price has been reduced by a percentage equal to the vendor's PPI score for evaluation purposes. |
| 1. | Cost Type: | Flat Fixed Fee or Time & Materials. If Time & Materials, must enter estimated number of hours needed. This will be used by the vendors in their Cost Proposal. |
| 2. | Response Deadline: | If Task Order is expected to be \$50,000 or under, this must be at least 3 business days, otherwise the response deadline must be at least 5 business days. These are minimums and a later date may be entered. |
| 3. | Project Manager: | Enter the agency Project Manager name and phone number. This will be the point of contact for all project-specific inquiries. |
| 4. | Category: | Select the category number that this Task Order generally falls into. Category definitions can be found at:
http://doa.alaska.gov/ets/taskorder/ |
| 5. | Start/End Dates: | Enter the anticipated start and end dates for the Task Order. |
| 6. | Location of Work: | Indicate where work should take place. Check "No Preference" if remote work is allowable. All work must be performed within the United States or Canada. |

VENDOR SELECTION

If the Task Order is expected to be \$50,000 or under, the requesting agency may select a minimum of **three** vendors from the Vendor Pool to solicit responses from. **Do not select vendors you know cannot or will not respond in order to ensure a single response** – doing so may result in a procurement violation investigation and related disciplinary measures.

DEPARTMENT APPROVAL

Indicate your department's approval (IT, fiscal, and procurement) by entering the final approver's name and checking the box. **It is your agency's responsibility to ensure all internal approvals are obtained prior to submitting this form to the Task Order Manager.** Neither the Task Order Manager nor the Department of Administration assume any responsibility for an agency's failure to obtain proper internal approval.

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 36.30.620-632.

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 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 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.

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 B¹

INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

APPENDIX C SCOPE OF WORK

This contract incorporates the following documents by reference:

- **TOPS Request #0024-08-12;**
- **TOPS Response / Cost Proposal #0024-08-12-01.**

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

1. This contract document;
2. TOPS Request #0024-08-12;
3. TOPS Response / Cost Proposal #0024-08-12-01.

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):

In addition to staff original proposed, Darren Jaeckel is also approved to work on this contract.

The end date of the contract assumes one person working 10 hours per week and the other working 16 hours per week. If additional time is needed, the end date would need to be extended.