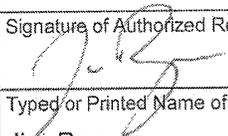
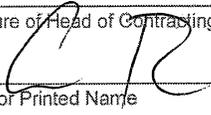


STANDARD AGREEMENT FORM FOR TASK ORDER PROCUREMENT SYSTEM (TOPS)

1. TOPS Contract Number 0033-02-13-010	2. DGS Solicitation Number 2012-0200-0879	3. Financial Coding 2308041/2000115	4. Agency Assigned Encumbrance Number
5. Vendor Number 92-0131155	6. Project/Case Number		7. Alaska Business License Number 116276
This contract is between the State of Alaska,			
8. Department of Administration		Division of ETS/SATS	
		hereafter the State, and	
9. Contractor Resource Data Inc.		hereafter the Contractor.	
Mailing Address 1205 E International Airport Rd #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.			
<p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 18, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>8/27/12</u> and ends <u>10/1/2013</u>.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed the Total Cost shown on TOPS Cost Proposal #0033-02-13-01. Payment shall be made upon receipt and approval of detailed invoice(s) by the State of Alaska Project Manager indicated on TOPS Request #0033-02-13.</p> <p>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 #0033-02-13.</p>			

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	
Resource Data Inc.		Department/Division Administration / ETS/SATS	
Signature of Authorized Representative 	Date 8/23/12	Signature of Head of Contracting Agency or Designee 	Date Aug 24, 2012
Typed or Printed Name of Authorized Representative Jim Rogers		Typed or Printed Name Adam Paulick	
Title President		Title DP Manager II	

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

APPENDIX A GENERAL PROVISIONS

Article 1. Definitions.

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

Article 2. Inspection and Reports.

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

Article 3. Disputes.

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

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, 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 these 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 I, 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 #0033-02-13;**
- **TOPS Response / Cost Proposal #0033-02-13-01.**

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

1. This contract document;
2. **TOPS Request #0033-02-13;**
3. **TOPS Response / Cost Proposal #0033-02-13-01.**

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):

TASK ORDER REQUEST FORM

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

REQUESTING AGENCY INFORMATION

Department: 02 - Administration
 Division/Section: ETS/SATS
 Billing Contact: Adam Paulick Ph #: 269-5773 E-mail: adam.paulick@alaska.gov
 CC / LC: 2308041/2000115

TASK ORDER INFORMATION

Solicitation Type: Best Value Low Price
 Cost Type: Fixed Fee Time & Materials: 1040 est # of hours
 Response Deadline: 8/13/12
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: Alaska Land Mobile Radio Sytem Updates
 Project Manager Adam Paulick Ph #: 269-5773 E-mail: adam.paulick@alaska.gov
 Category: 12: IT Project Management
 Start Date: 8/14/12 Project Estimate: \$150000 NTE
 End Date: 7/15/13
 Location of Work: Anchorage 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, APPROVER'S NAME, 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

The State of Alaska under the joint program name of Alaska Land Mobile Radio (ALMR) requires a system upgrade to the existing wide area, trunked, Land Mobile Radio system.

The ALMR system requires a migration from their existing Motorola ASTRO 25 System Release 7.1.1 wide area trunking system to the System Release 7.9 to start migration in the calendar year 2012.

Motorola has been contracted to provide system design, the furnishing of equipment, staging, testing, training, and assisting in obtaining Information Assurance certification for the 7.9 system release.

SCOPE / STATEMENT OF WORK

The State of Alaska requires a project manager to manage SOA resources (people, equipment, facilities) with the overall project effort, provide contractor oversight and ensure the state's project requirements and goals are met.

- 100% of the work will be completed by an expert resource
- Resource will spend 16-20 hours/week on the project with the majority of the time spent on site at Tudor Road. Limited travel may be required.

SPECIAL EXPERTISE & EXPERIENCE

Experience in managing multi-million dollar contracts and complex, geographically dispersed projects is required.

Experience with two-way radio is desired but not required.

Here is a list of expected KSAs (Knowledge, Skills and Abilities):

- Customer Service - Works with clients and customers to assess needs, provide information or assistance, resolve problems, or satisfy expectations; committed to providing quality products and services.
- Decision Making - Makes sound, well-informed, and objective decisions; perceives the impact and implications of decisions; commits to action, even in uncertain situations, to accomplish organizational goals.
- Flexibility - open to change and new information; adapts behavior or work methods in response to new information, changing conditions, or unexpected obstacles; effectively deals with ambiguity.
- Interpersonal Skills - Shows understanding, friendliness, courtesy, tact, empathy, concern, and politeness to others; develops and maintains effective relationships with others; may include effectively dealing with individuals who are difficult, hostile, or distressed; relates well to people from varied backgrounds and different situations; is sensitive to cultural diversity, race, gender, disabilities, and other individual differences.
- Leadership - Influences, motivates, and challenges others; adapts leadership styles to a variety of situations.
- Legal, Government and Jurisprudence -- General knowledge of laws, legal codes, and State of Alaska processes, procedures and guidelines.
- Oral Communication - Expresses information to individuals or groups effectively, taking into account the audience and nature of the information (for example, technical, sensitive, controversial); makes clear and convincing oral presentations; listens to others, attends to nonverbal cues, and responds appropriately.
- Organizational Awareness -- can quickly come up to speed on ETS's mission and functions, and how its social, political, and technological systems work and operates effectively within them; this includes the programs, policies, procedures, rules, and regulations of the organization.
- Problem Solving - Identifies problems; determines accuracy and relevance of information; uses sound judgment to generate and evaluate alternatives, and to make recommendations.

- Reasoning - Identifies rules, principles, or relationships that explain facts, data, or other information; analyzes information and makes correct inferences or draws accurate conclusions.
 - Team Building - Inspires, motivates, and guides others toward goal accomplishments. Consistently develops and sustains cooperative working relationships. Encourages and facilitates cooperation within the organization and with customer groups; fosters commitment, team spirit, pride, trust. Develops leadership in others through coaching, mentoring, rewarding and guiding employees.
 - Writing - Recognizes and uses correct English grammar, punctuation, and spelling; communicates information in a succinct and organized manner; produces written information, which may include technical material that is appropriate for the intended audience.
 - Capital Planning and Investment Assessment - Knowledge of the principles and methods of capital investment analysis or business case analysis, including return on investment analysis.
 - Contracting/Procurement - Knowledge of various types of contracts, techniques for contracting or procurement, and contract negotiation and administration. Knowledge of SOA procurement processes and procedures.
 - Cost-Benefit Analysis - Knowledge of the principles and methods of cost-benefit analysis, including the time value of money, present value concepts, and quantifying tangible and intangible benefits.
 - Financial Management - Prepares, justifies, and/or administers the budget for program areas; plans, administers, and monitors expenditures to ensure cost-effective support of programs and policies; assesses financial condition of an organization.
 - Planning and Evaluating - Organizes work, sets priorities, and determines resource requirements; determines short- or long-term goals and strategies to achieve them; coordinates with other organizations or parts of the organization to accomplish goals; monitors progress and evaluates outcomes.
 - Project Management - Knowledge of the principles, methods, or tools for developing, scheduling, coordinating, and managing projects and resources, including monitoring and inspecting costs, work, and contractor performance.
 - Quality Assurance - Knowledge of the principles, methods, and tools of quality assurance and quality control used to ensure a product fulfills functional requirements and standards.
 - Requirements Analysis - Knowledge of the principles and methods to identify, analyze, specify, design, and manage functional and infrastructure requirements; includes translating functional requirements into technical requirements used for logical design or presenting alternative technologies or approaches.
 - Risk Management - Knowledge of methods and tools used for risk assessment and mitigation of risk.
- Technical Knowledge, Skills, and Abilities/Competencies:
- Technical Competence - Uses knowledge that is acquired through formal training or extensive on-the-job experience to perform one's job; works with, understands, and evaluates technical information related to the job; advises others on technical issues.
 - Configuration Management - Knowledge of the principles and methods for planning or managing the implementation, update, or integration of information systems components.
 - Data Management - Knowledge of the principles, procedures, and tools of data management, such as modeling techniques, data backup, data recovery, data dictionaries, data warehousing, data mining, data disposal, and data standardization processes.
 - Information Management - Identifies a need for and knows where or how to gather information; organizes and maintains information or information management systems.

- Information Resources Strategy and Planning - Knowledge of the principles, methods, and techniques of information technology (IT) assessment, planning, management, monitoring, and evaluation, such as IT baseline assessment, interagency functional analysis, contingency planning, and disaster recovery.
- Information Systems/Network Security - Knowledge of methods, tools, and procedures, including development of information security plans, to prevent information systems vulnerabilities, and provide or restore security of information systems and network services.
- Information Technology Architecture - Knowledge of architectural methodologies used in the design and development of information systems and/or trunked radio systems, including the physical structure of a system's internal operations and interactions with other systems.
- Information Technology Performance Assessment - Knowledge of the principles, methods, and tools (for example, surveys, system performance measures) to assess the effectiveness and practicality of information technology systems.
- Infrastructure Design - Knowledge of the architecture and typology of software, hardware, and networks, including LANS, WANS, and telecommunications systems, two-way trunked radio systems, their components and associated protocols and standards, and how they operate and integrate with one another and with associated controlling software.
- Systems Integration - Knowledge of the principles, methods, and procedures for installing, integrating, and optimizing information systems components.
- Systems Life Cycle - Knowledge of systems life cycle management concepts used to plan, develop, implement, operate, and maintain information systems.
- Technology Awareness - Knowledge of developments and new applications of information technology (hardware, software, telecommunications), emerging technologies and their applications to business processes, and applications and implementation of information systems to meet organizational requirements.

SPECIAL CONSIDERATIONS OR CONSTRAINTS

Motorola will be on-site the week of 8/13 for project kickoff meetings. Preferrably, the PM resource can begin as soon as 8/13.

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.
2. 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.
3. 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.
4. Project Manager: Enter the agency Project Manager name and phone number. This will be the point of contact for all project-specific inquiries.
5. Category: Select the category number that this Task Order generally falls into. Category definitions can be found at: <http://doa.alaska.gov/efs/taskorder/>
6. Start/End Dates: Enter the anticipated start and end dates for the Task Order.
7. Project Estimate: Enter the estimated cost of the project. If "NTE" (Not to Exceed) is checked, any cost proposals above this amount will be rejected as non-responsive.
8. 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.

VENDOR INFORMATION

Vendor Name: Resource Data, Inc. (RDI)

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.

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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: [REDACTED]

SCORE: 10 5 0

The State of Alaska is upgrading the Alaska Land Mobile (ALMR) system to System Release 7.9. Motorola has been contracted to implement the upgrade, and the State desires an expert Project Manager to coordinate resources (people, equipment, facilities), provide contractor oversight, and ensure the project requirements and goals are met.

To meet these goals and ensure a successful migration, our firm will provide a senior-level Project Manager and a skilled Business Analyst for 16-20 hours/week. This team approach ensures that the right person with the right qualifications is doing the right work at the right bill rate, providing the State with the highest value.

Over the years our firm has developed a comprehensive project management methodology, which has been tailored to the specific needs of IT projects and refined over hundreds of successful projects. We offer clients continuous access to our business system (i.e., timesheets, costs, issue tracking), which obviates scope, cost, or schedule surprises. The following is a condensed version of our process:

PROJECT INITIATION AND PLANNING: During the initial phase, our project managers document customer expectations, ensure that all resource requirements have been met, and set up facilities and a document repository. The key deliverable of this phase is the project plan, which is perhaps the single most important item in ensuring a successful project completion.

- **PROJECT PLAN:** All of our projects start with a project plan. The plan includes a work breakdown structure (WBS), assumptions, requirements, constraints, scope, project controls, and quality assurance (QA).

PROJECT EXECUTION: Ensuring that the State's requirements and goals are met includes the following project management tasks:

- **COMPONENT DELIVERY AND ACCEPTANCE:** We use the project plan to define and enumerate discrete deliverables, including details about how the deliverable will look and behave, as well as the acceptance criteria for the deliverable. When the contractor has completed an item to meet these criteria, the State will sign off on the deliverable.
- **SCOPE CONTROL AND CHANGE MANAGEMENT:** Change is common in IT projects. Rather than fight the inevitable, we design processes to manage change and control scope creep.
- **COMMUNICATION AND STATUS REPORTING:** We use the project plan to measure end product status against agreed upon work to ensure that all project requirements are met.

PROJECT CLOSE: Our project managers ensure that projects conclude gracefully by providing the following services:

- **PROJECT ACCEPTANCE:** May be a simple deliverable description or it may be an acceptance test that involves multiple people and detailed test scenarios.
- **CUSTOMER SATISFACTION AND LESSONS LEARNED:** We conduct a completion survey to capture lessons learned and return a summary to the organization to positively reinforce desirable behavior and correct any problems that may appear.
- **PROJECT FILE CLOSE AND FINAL INVOICING:** Upon the completion of the project, we close files and so that hours cannot be accidentally billed to a closed project, and archive documents appropriately so that all project information is in one place and accessible for future reference for follow-on work.

RISK ASSESSMENT

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

RISK: Coordinating needs with Motorola

WHY IT IS A RISK: A large part of the project is based on Motorola performing the contracted work. This work must be documented, agreed upon, scheduled, and tracked.

OUR SOLUTION: Our experienced project manager and supporting business analyst will use a traceability matrix or similar project management device as an objective tool for establishing requirements, prioritizing activities, tracking results, and ensuring that the contractor meets the State's requirements. Our firm can offer expert project management with the right experience and skills to guide the project; however, Motorola will be responsible for the quality, completeness, and workmanship of its own products.

RISK: Lack of availability of key State personnel

WHY IT IS A RISK: It is critical that key State personnel be dedicated to the migration project. If key personnel are not able to attend meetings, provide requirements and priorities, test new functionality, communicate changes to staff, and train users, the project schedule and success will suffer.

OUR SOLUTION: We mitigate this risk by producing a project plan that contains a schedule and due dates for key State and Motorola milestones, planning around known periods of unavailability as far in advance as possible. Plans can include lengthening or shortening development cycles, having backups for key personnel, or a combination.

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 host status meetings between our Project Manager, the State Project Manager, and the Motorola Project Manager every two weeks. Our firm encourages informal communication daily. We can also help the State create a communication plan to standardize communication processes with staff before process and functional changes begin.

EXPERIENCE/QUALIFICATIONS

BEST VALUE PROCESS ONLY: EVALUATOR NAME:

SCORE: 10 5 0

COMPANY QUALIFICATIONS

1. Our firm routinely provides project management services for a wide range of technology projects. Our work has included the successful completion of dozens of successful projects for State agencies, from requirements gathering and project management through implementation. We have provided extensive project management 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.
2. Our expert Project Managers work on a wide variety of projects including the State of Alaska PFD, large financial and ERP systems, major pipeline integrity projects, and technology infrastructure upgrade projects for North Slope oil companies.
3. We are experienced in the full lifecycle of technology projects including planning and oversight via project management, development, installation, and testing activities both as developers and as an unbiased third party. We provide systematic testing for every project we do, including developing use cases, test scenarios, and test plans, as well as ensuring that systems meet all known performance, stability, and functionality benchmarks.

STAFF QUALIFICATIONS

To oversee the project and ensure that the contractor is meeting State requirements, our firm will provide an experienced project manager with over 16 years of experience managing enterprise IT implementations. His recent experience includes analyzing the GL Suite application for the Department of Commerce, Community, and Economic Development (DCCED), including addressing the issues the department encountered with the application, proposing solutions to those issues, and working with the application vendor, GL Solutions. He is an expert in leading matrixed IT and business teams through projects and implementations, which includes defining requirements; estimating work effort; developing comprehensive project plans; and managing the build, QA, and Go Live efforts. He also has years of strategic consulting experience, helping clients choose, prepare, and deploy the best-fit technology solutions for their businesses.

Our proposed business analyst has several years of experience documenting requirements, designing, testing, and training employees on web-based systems. Her recent project work includes serving as the point of contact for suggested enhancements to a web-based enterprise GIS for a major oil company. In this capacity, she has been responsible for developing and documenting requirements, as well as reviewing and testing system changes prior to each release to ensure quality and usability.

RELEVANT EXPERIENCE

STATE OF ALAKSA, ENTERPRISE TECHNOLOGY SERVICES: PROJECT MANAGEMENT TRAINING
The State of Alaska Department of Administration, ETS formalized its project management processes through contracting with our firm to provide custom project management training based upon the principles of project management as defined by the Project Management Institute (PMI) Project Management Book of Knowledge (PMBOK). Our firm provided advanced project management training to ETS-identified participants using a combination of pre-developed course materials, expert project management knowledge, and PMI PMBOK materials.

DCCED: GL SUITE ANALYSIS

In June of 2010, DCCED went live with the GL Suite application, which replaced an obsolete system. After several months, DCCED recognized that it was having both process and application issues with the new system, including lost or misplaced case files and information, loss in user efficiencies, user dissatisfaction, lack of confidence in the data from system-generated reports, incomplete and inconsistent data being brought forward from the old to the new system, data fields not properly aligned and linked to the old system, and lack of standard operating procedures for CBPL users. Our proposed project manager worked with DCCED to analyze and identify the root causes of these issues and produced a remediation plan that would fix the issues. The remediation strategy consisted of changing workflows, processes, business requirements, application functionality, and application data. Furthermore, it increased vendor ownership, activities, and commitment to make the remediation plan a success. The project was completed on-time and on-budget.

EXPERIENCE/QUALIFICATIONS (CONT.)

MUNICIPALITY OF ANCHORAGE: SAP UPGRADE PROJECT MANAGEMENT

Our proposed project manager works with a team providing project management and associated administrative services to the Municipality of Anchorage (MOA) for the implementation of the SAP Enterprise Resource Planning (ERP) system. This work consists of coordinating MOA and third-party contractor personnel and resources to complete functional and IT activities including software development and maintenance, business process improvement, and other associated tasks to develop, implement, and transition the ERP system and services to operations.

Our team of project managers provides overall leadership for the ERP project, oversees implementation of the ERP and new modules or upgrades, and drives continuous improvement to business processes and business results based on the capabilities of the ERP solution. They also facilitate knowledge transfer from the ERP team to the post-implementation support organization and all employees affected by the ERP implementation. They work closely with business and technical leadership, serving as an expert resource and bringing forth opportunities to leverage the ERP to better the business and influence decisions regarding business process changes, ensuring effective organizational change management.

DEPARTMENT OF LABOR: WORKFORCE INVESTMENT PERFORMANCE SYSTEM

Our firm and provided expert-level project management for the Alaska Department of Labor and Workforce Development's Workforce Investment Performance System (WIPS) project. We also led the analysis and design effort and managed a diverse set of development teams, using agile methodologies to allow us to deliver working software that could be repeated, vetted, and improved by client input. The project involved four implementation phases: a new fiscal system (SAGE), a grants management system (EGrAMS), a case management system (ICM) written using CRM, and data warehouse/reporting system. We performed the following high-level tasks successfully:

- Gathered requirements
- Wrote architecture and project planning documents
- Facilitated vendor selection
- Managed each phase of project development and implementation
- Led all testing and deployment teams

DOL WORKERS' COMPENSATION REWRITE PROJECT MANAGEMENT

Our firm has provided project management for a variety of projects surrounding the rewrite of the Workers' Compensation Division processes, forms, and reports. Our project managers began by interviewing users for business process analysis in preparation for development of a project plan to upgrade the existing worker's compensation system. They supported project plan development, provided internal document review and guidance, and handled regular budget status reporting and invoice approval for the client. As the project progressed, participating project managers facilitated and coordinated contract staff in an agile methodology to analyze, build, and deploy a custom solution for a document and case management system to support the department's workflow and other business needs.

CHUGACH ELECTRIC ASSOCIATION: IT PROJECT MANAGEMENT

Our firm has supported Chugach Electric Association's IT projects for many years. Currently, this work includes project management for their PeopleSoft Asset Management implementation, project management for a Desktop Refresh project, technical support for an ArcFM Designer implementation, business analysis for replacing a project tracking custom solution, and writing and other as-needed support for a customer information system (CIS) replacement implementation.

The Desktop Refresh project involves a full upgrade to Windows 7 that includes installing new software, documenting installation processes, and solving interaction issues with existing software for Chugach Electric Association (CEA). We work closely with CEA's IT staff and Help Desk to perform initial installations of software on user's desktops. We also are updating all relevant documentation to suit the requirements of the IT staff.

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

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	x	Est. # Hours	=	Total Cost
\$ 125.00		1040		\$130,000.00

ETS Fee (\$300 + .5% of Total Cost)	\$ 950.00
Total TO Cost	\$130,950.00

PROPOSED INDIVIDUAL RESOURCES

Joe Fugere	Amy Walton	

PROPOSED SUB-CONTRACTORS

Name	Description of Work	% of Overall Work