

STANDARD AGREEMENT FORM FOR TASK ORDER PROCUREMENT SYSTEM (TOPS)

1. TOPS Contract Number 0075-04-13-01	2. DGS Solicitation Number 2012-0200-0879	3. Financial Coding 04209233 - 73152	4. Agency Assigned Encumbrance Number EN 0432056
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 Revenue		Division of Tax hereafter the State, and	
9. Contractor Resource Data Inc.		hereafter the Contractor.	
Mailing Address 1205 E International Airport Rd #100		City Anchorage	State ZIP+4 AK 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>04/15/2013</u> and ends <u>06/30/2015</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 #0075-04-13-01. Payment shall be made upon receipt and approval of detailed invoice(s) by the State of Alaska Project Manager indicated on TOPSRequest #0075-04-13.</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 #0075-04-13.</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	
		Department/Division Revenue / Tax	
Signature of Authorized Representative <i>Lois Hansen</i>	Date 4-12-13	Signature of Head of Contracting Agency or Designee <i>Johanna Bales</i>	Date 4/11/13
Typed or Printed Name of Authorized Representative Lois Hansen		Typed or Printed Name Johanna Bales	
Title Director of Business Administration		Title Deputy Director	

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

APPENDIX A GENERAL PROVISIONS

Article 1. Definitions.

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

Article 2. Inspection and Reports.

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

Article 3. Disputes.

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

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 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 #0075-04-13;**
- **TOPS Response / Cost Proposal #0075-04-13-01.**

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

1. This contract document;
2. TOPS Request #0075-04-13;
3. TOPS Response / Cost Proposal #0075-04-13-01.

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):

Maintenance and support duties for these systems includes, but may not be limited to:

- As-needed issue resolution related to errors and other minor change requests.
- Programming Support for existing internal custom applications and any new functionality required through legislative changes
- System business rule and functionality modifications related to likely adjustments within tax program business process.
- Support for on-going infrastructure upgrades on host hardware.
- Support for, and adherence to, Quality Control and Assurance processes established in the Division.
- Support for, and adherence to, collaboration and documentation standards established within the Division

Systems included in this scope :

- DEE Excise
- Alaska Salmon Price Report (ASR)
- Cash
- Motor Fuel/Corp
- Tax Accounting System (TAS)
- Fish and Game (F&G)
- Unclaimed Property Viewer
- Travel Document Viewer
- Online Permitting and Licensing
- Online Tax Information System (OTIS)
- Audit Data Exchange
- Offtake Volume Reporting (OVR)
- Stamp Manager Interface (SMI)
- Various Reporting Services
- Various Public Web Portals
- Intranet - Tax Division Employee Helper Apps
- EMR
- Sharepoint Administrative and Programming support
- Kofax Imaging System and Image Viewers
- Project Management support of identified issues related to legacy systems

APPENDIX D
PAYMENT FOR SERVICES

Payment for services provided under this contract shall not exceed **\$247,600** for the period of performance of this contract.

The contractor shall be paid a rate of **\$99** an hour.

The Contractor will submit detailed invoice(s) for services performed in accordance with Appendix C. The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

Each invoice must:

- reference the Contractor's name, address and phone number

- reference the contract number.

- include an invoice number

- reference the Division for which the services are being provided

The Contractor shall submit invoices to the address specified below no later than 30 days after the end of each month for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process.

Address invoice to:
AK Dept of Revenue
Tax Division
P.O. Box 110420
Juneau, AK 99811-04200

Invoice Delivery:

Invoices should be emailed to Brenda Vaughn with an email copy top Don McDonald.

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract.

VENDOR INFORMATION

Vendor Name: Resource Data, Inc. (RDI)

<input checked="" type="checkbox"/>	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:**SCORE: 10 5 0

The Alaska Department of Revenue, Tax Division (DOR/TAX) Information Technology Group seeks assistance with maintaining and managing a variety of legacy systems while Division staff are engaged in implementation of the incoming enterprise management system. The Division is in need of temporary programming and project management services in order to maintain the viability of these systems until they can be decommissioned.

To meet this need, our firm will provide a team of highly qualified Programmer/Analysts and Project Managers with directly relevant experience. This team will organize overall project activity into "threads" to efficiently maintain each of the systems included in the scope. Each project thread will have a designated Project Manager who will serve as the primary point of contact for that thread.

PROJECT MANAGEMENT METHODOLOGY: Our project managers adhere to a PMI-based methodology tailored specifically for the needs of IT projects. They will author and maintain all project management artifacts using DOR/TAX project management standards for status reporting and other documents when appropriate. Their aim will be to define a clear set of goals and outcomes, and rigorously manage the project to achieve the agreed-upon schedule and budget with the development contractor. Our Project Managers have successfully managed hundreds of projects in the past several years using this methodology.

STAFFING: Over the last 26 years, we have developed an extremely efficient model for providing flexible staffing for as-needed time and materials work. Our staff members commonly work on multiple projects simultaneously, ensuring that they spend only the requisite hours on any given project while maintaining the flexibility to increase hours and provide adequate staffing for your project at all times to meet your schedule and goals.

Building on this proven staffing model, our firm will offer the total hours of two full-time equivalents by providing a team of developers and project managers with flexible combined hours. This flexible staffing model and Juneau location ensure that our team is available to work onsite in Juneau with DOR/TAX staff on an as-needed basis.

STATUS REPORTING: We will provide regular status reports and set up meetings between our project managers and appropriate DOR/TAX stakeholders at least every two weeks to discuss progress, remaining tasks, and any issues that are impeding success. We also encourage frequent use of informal communication to ensure that no unforeseen issues arise. Additionally, we offer clients continuous access to timesheets, costs, status reports, and issue tracking portals to avoid scope, cost, or schedule surprises.

RISK ASSESSMENT**BEST VALUE PROCESS ONLY: EVALUATOR NAME:**SCORE: 10 5 0**RISK:** Availability of Division staff**WHY IT IS A RISK:** With several ongoing efforts, including a major upgrade to the tax data management system, there is a risk that Division stakeholders and other key staff will have limited time to engage in other efforts such as legacy system maintenance or interim enhancement.**MITIGATION:** An added level of schedule and scope flexibility will be needed to mitigate this risk.**RISK:** Evolving needs related to integrated systems**WHY IT IS A RISK:** Several Department of Revenue and State-level systems—such as myAlaska and Active Directory—are integrated with the existing (and future) Division data management systems. These systems are also involved in an ongoing upgrade and maintenance cycle that often places additional needs on the data management systems that interact with them. There is a risk that the needs of these systems will create additional unforeseen task work and deadlines.**MITIGATION:** A proactive level of communication with the managers of these systems, combined with flexibility in schedule and scope, should help mitigate this risk.**RISK:** Evolving needs of the State related to tax business rules**WHY IT IS A RISK:** Legislative sessions often result in new tax laws or adjustments to those already on the books. With these tax changes comes the need to modify or add on to the systems that support their collection and processing. There is a risk that a large volume of modifications may be needed with little warning as a result of tax code change or other legislative action.**MITIGATION:** To mitigate this risk, the proposed team will be capable of expanding in size and/or flexing hours to meet implementation deadlines. An added level of communication with Division leads will also help mitigate this risk by providing some predictability with regard to coming task work.**RISK:** Migration to a new management system**WHY IT IS A RISK:** The Division is currently engaged in a project to implement a new, comprehensive tax data management system. This system will likely replace or significantly supplement the functionality of many of the existing legacy systems. There will likely be a transition period that will involve an orchestrated effort to sunset much of the existing functionality in favor of the new system. While much of this will be part of the TRMS implementation effort, there are numerous risks involved with migration of functionality, data and users to the new environment.**MITIGATION:** To help mitigate this risk, an added level of communication with the Division and TRMS team will be needed in order to stay abreast of coming needs that may involve the legacy support team.

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

1. Our firm has been providing application development and support services in the tax accounting field since 2003. In 2011, we were contracted to provide project management for the implementation of a comprehensive tax revenue management system to replace 17 independent automated systems and over 100 manual "side-systems" that administer 22 tax and licensing programs. Our familiarity with these systems in a state government setting will ensure that our team meets the Division's needs in an efficient and cost-effective manner.
2. Our flexible staffing model and Juneau location ensure that our proposed team members are available to work onsite in Juneau with Tax Division staff as needed.

PROPOSED TEAM MEMBERS AND QUALIFICATIONS

Sr. Programmer Analyst: This team member has eight years of experience with Microsoft development, specifically using C#.NET, ASP.NET, and SQL Server. His recent experience includes analyzing needs of a data entry application for a state government agency. For this project, he helped the project team with technical planning and details for building the application, then assisted with building the application using a SQL Server 2008 R2 back end along with a WPF front end written in C#.NET. The application was written utilizing the MVVM design pattern and contains unit tests using MSTest and Moq. This developer also recently updated the agency's database to include an "organizational" hierarchy, and updated the existing code base to be aware of the organizational structure, as well as the rights assigned to individual user registrations.

Programmer/Analyst: This team member has a variety of experience using Visual Basic, C#, Silverlight, WPF, Oracle, SQL Server, and the Entity Framework in a state government setting. His recent work includes redesigning user interfaces and functionality for an employee and system management application for a government agency using WPF and the MVVM infrastructure pattern.

Sr. Programmer/Analyst: This team member has an 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 employed Scrum and agile-based development methodologies. Recent work includes overseeing maintenance and development of legacy applications in a state government setting. Projects in this setting included implementing a unified, web service-based, cross-application authentication mechanism, as well as performing both new implementation and bug fixes to PowerBuilder data entry applications.

Sr. Project Manager/Sr. Analyst: This team member has served as Project Manager of an effort to replace a variety of data management systems for a government agency. This effort included extensive process and requirements analysis leading into high-level design in support of a Scrum-style development phase. The entire effort leveraged SharePoint 2007/2010 for project portal, document, task, event and workspace management. He also served in the additional role of architect of the project portal solution. This involved developing initial usage standards, which evolved with the needs of the project from custom-build to product implementation and legacy support. SharePoint task work included implementation of customized, service-based web parts, workflows, workspaces and document management.

RELEVANT EXPERIENCE**SYSTEMS SUPPORT IN A STATE GOVERNMENT SETTING**

Our firm has assisted the technical staff at several state government agencies with as-needed analysis, bug fixes, enhancements, and documentation for a number of applications used for day-to-day data collection, management, and reporting. Many of these systems have been in place for many years and leverage a variety of technical platforms such as PowerBuilder, ASP.NET, and SQL Server.

EXPERIENCE/QUALIFICATIONS (CONT.)**DEVELOPMENT & MAINTENANCE OF A DATA COLLECTION SYSTEM**

We designed and implemented two web applications for a government agency to use to collect taxpayer data. The first system allows users to apply for licenses and pay fees online with full security and authentication. The system architecture was developed using the Microsoft .NET framework. As a result of the flexibility in this framework and the overall requirement that the system be able to adopt new permit application types quickly and easily, the architecture was designed and integrated using XML as a key component. We integrated the system with a single sign on security system for user registration and authorization. In later phases, the architecture was extended to integrate with additional tax software, online payment services, and new dynamic business logic. Agency staff actively maintain and enhance these systems, with periodic support from our team. Most recently, this support has included working toward compatibility with an updated statewide user authentication system.

AUTOMATED DOCUMENT DATA CAPTURE SOLUTION

Our firm has been assisting a government agency with analysis and management of an implementation effort to upgrade the product used to capture data from forms submitted in hard copy. The implementation effort includes upgrading the capture software and expanding the process to collect data from some forms before they are archived.

USER INTERFACE FOR ANNUAL TAX RETURN APPLICATION

Our firm provided a team to develop an application that allows oil and gas companies to submit annual tax return data to a state government agency. This data capture tool is a distributed application built using traditional Windows Forms that allows users to key in return data and view summary tax return information. The tool generates an XML file that can be submitted to the agency through a secure, web-based submission process. The XML file is then parsed and records are saved to a central repository within the agency. Automated processes have been implemented to transmit data directly from the website to internal SQL Server databases, where the data can be viewed and processed internally via supported applications.

USER INTERFACE FOR MONTHLY ECONOMIC REPORT

Similar to the annual tax return application, we developed a user interface for an economic monthly report that uses a Windows form application to allow oil and gas companies to submit monthly production estimate data. This application enables users to key in data to generate an XML file which can be submitted via a secure web-based submission process. Automated processes have been implemented to transmit data directly from the website to internal SQL Server databases, where the data can be viewed and processed internally via various applications.

PROJECT MANAGEMENT FOR COMPREHENSIVE TAX SYSTEM IMPLEMENTATION

Our firm was selected to provide project management during the procurement and implementation of a comprehensive tax revenue management system to replace 17 independent automated systems and over 100 manual "side-systems" that administer 22 tax and licensing programs. Our work for this project included assisting in developing the Request for Proposal (RFP), overseeing vendor selection and contract negotiation, and planning the implementation. Our Project Management team developed project processes and documents, such as the charter, schedule, change management, quality assurance, test management, and risk management. They led Steering Committee and Project Manager working groups, interfaced with external stakeholders and the vendor project management team, identified risks and processes for mitigating risks, and ensured communication among key stakeholders through a solid communications plan.

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

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RISK ASSESSMENT

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EXPERIENCE/QUALIFICATIONS

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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
\$ 99.00		2400		\$237,600.00

ETS Fee (\$300 + .5% of Total Cost)	\$1,488.00
Total TO Cost	\$239,088.00

PROPOSED INDIVIDUAL RESOURCES

Rick Pannell	Ariel Baird	Jason Mancuso
Jeff Ober	Jenny Munroe	Drew Pawlik
Justin Strawther	Grant Ficek	Dustin Schmidt

PROPOSED SUB-CONTRACTORS

Name	Description of Work	% of Overall Work