

STANDARD AGREEMENT FORM FOR TASK ORDER PROCUREMENT SYSTEM (TOPS)

1. TOPS Contract Number 0079-02-13-013	2. DGS Solicitation Number 2012-0200-0879	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number 92-0130574	6. Project/Case Number	7. Alaska Business License Number 738222	

This contract is between the State of Alaska,

8. Department of Administration	Division of DRB
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hereafter the State, and

9. Contractor Applied Microsystems, Inc.	hereafter the Contractor.
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Mailing Address 3909 Arctic Boulevard, Suite 201	City Anchorage	State AK	ZIP+4 99503
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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.

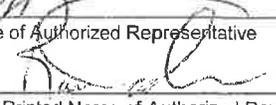
ARTICLE 3. Period of Performance: The period of performance for this contract begins **4/15/13** and ends **12/31/13**.

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 #**0079-02-13-2**. Payment shall be made upon receipt and approval of detailed invoice(s) by the State of Alaska Project Manager indicated on TOPS Request #**0079-02-13**.

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 #**0079-02-13**.

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>Applied Microsystems, Inc.</i>		Department/Division Administration / DRB	
Signature of Authorized Representative 	Date 4/10/13	Signature of Head of Contracting Agency or Designee 	Date 4/16/13
Typed or Printed Name of Authorized Representative Ross Toole		Typed or Printed Name Jim Puckett	
Title President		Title Division 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 #0079-02-13;**
- **TOPS Response / Cost Proposal #0079-02-13-2.**

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

1. This contract document;
2. TOPS Request #0079-02-13;
3. TOPS Response / Cost Proposal #0079-02-13-2.

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):

Billing:

The Task Order is Time and Materials and may be billed monthly or bi-monthly.

TASK ORDER REQUEST FORM

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

REQUESTING AGENCY INFORMATION

Department: 02 - Administration
 Division/Section: DRB
 Billing Contact: Tim Adair Ph #: 465.4466 E-mail: tim.adair@alaska.gov
 CC / LC: CC 02800401 CAP spread

TASK ORDER INFORMATION

Solicitation Type: **Best Value** **Low Price**
Cost Type: **Fixed Fee** **Time & Materials:** 400 est # of hours
Response Deadline: April 5, 2013
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: Oracle Enterprise Architecture Implementation Support
 Project Manager Larry Walsh Ph #: 465.3591 E-mail: larry.walsh@alaska.gov
 Category: 10: Document Management
 Start Date: 4/15/2013 Project Estimate: \$50,000 **NTE**
 End Date: 6/30/2013
 Location of Work: Juneau, Alaska or remotely **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, Jim Pucket, Director DRB, 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 Department of Administration, Division of Retirement and Benefits (DRB) implemented the Oracle Universal Content Management/WebCenter platform to manage and digitize its micro-fiche and paper documents. DRB is now building on that technology to implement a hardened, enterprise architecture through Business Process Management (BPM) that emphasizes security and automation.

DRB's goal is to simplify, secure and harden the IT infrastructure to deliver services through modernizing and standardizing interfaces with members, employers and internal staff with Web Center based portals. This effort will be aligned with and support the Division's reorganization, focusing on the customer. Hardening, simplifying and securing DRB systems will include: Disaster Recovery and Continuing of Operations planning; simplifying and consolidating processes used by members, employers and internal staff to conduct business on behalf of members through a common, secure web portal built upon the recently deployed Imaging infrastructure. Automation and workflows based on this Oracle architecture will be the foundation of the modernization, with integrations to DRB's legacy AS400 system.

SCOPE / STATEMENT OF WORK

Working closely with the DRB Project Manager, the contractor will facilitate the design and build-out of the existing imaging architecture to support the Oracle WebCenter Portal, BPM and related subsystems and extensions. Working with DRB's IT and Oracle engineers the contractor will provide Project Management and System Engineers to support the prototype of initial process automations and assist in the design and implementation of a hardened infrastructure upon which the Workflow and Automation Development effort will be built. That effort will include the design and prototype of an internal portal for DRB staff use.

SPECIAL EXPERTISE & EXPERIENCE

Familiarity with Oracle database, Enterprise Content Management and Fusion Middleware technologies. Project Management, Data Base Administration and related integration experience. Expertise with IBM AS400 will be required for integration and process automations interfaces with this legacy technology.

SPECIAL CONSIDERATIONS OR CONSTRAINTS

Vendor must be knowledgeable of Oracle technologies, products and strategies as implemented at DRB.

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. <ul style="list-style-type: none"> - 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/ets/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.

PROJECT APPROACH**BEST VALUE PROCESS ONLY:** EVALUATOR NAME: Larry WalshSCORE: 10 5 0

Our approach to Project Management incorporates several key industry standards right sized for the size and scope of the engagement. These include: PMBOK, RUP and Lean Six Sigma for process optimization. We recommend breaking the project contemplated by DRB into swim lanes that identify the core project tracks. These tracks are then utilized to create project plans and identify dependencies between the swim lanes thus allowing a large project to be understood by the many parties involved in each area of the project along with how they must work with one and other to complete the overall project successfully. Additionally we recommend the use of a project portal that incorporates all of the documents associated with each of the project tracks along with their respective project plans and Gantt charts highlighting key activities as their associated tasks and subtasks become clear. The use of a portal also allows for a single point of communication and announcements for all persons involved in the project. We provide a project portal as part of the engagement

The DRB TO request clearly identifies two project tracks that should be created. These are an Applications Track as well as an Infrastructure track. Additionally, we recommend that a Leadership Track focused on the selection of the key Business Processes to engage in at the Applications track be created to ensure proper prioritization of the Workflow Automation development activity that will take place in the Applications track of the project.

The Applications track will address the development of and delivery of key services through modernizing and standardizing interfaces with members, employers and internal staff with Web Center base portals that integrate with the deployed imaging infrastructure. Working with both DRB and Oracle we will ensure the project addresses development, test and staging environments for the applications development environment. Additionally, training along with the tools leveraged within the development environment and best practices for the setup of these environments will be addressed. It is important to realize that the setup and maintenance of an Oracle development environment that leverages Oracle JDeveloper, Web Center Content Management, Web Center Portal, WebCenter Spaces, SOA Suite, BPM and Oracle Database is complex. We will work with Oracle to leverage pre-built Virtual Machines along with sample Business Processes, Process Accelerators and other resources to get things running and people trained in as short a time as possible. Additionally, as the service architecture is defined we will work with the team to implement key application layer integrations with the DRB's legacy AS400

The Infrastructure track will address the creation of the new development and production environments with initial emphasis on the production environment. Working with DRB and Oracle the project will be broken into phases that allow for the planning, design, implementation of the new production environment along with migration of existing systems into the new environment to facilitate the hardening, simplifying and securing of the DRB systems as requested in the TO. We recommend addressing Oracle RAC Database, CloudControl and DataGuard in an initial phase. This approach will solidify the present Database environment and ensure that DRB is immediately operational on the new production platform with the core production databases

Once implemented another phase will be scoped to implement the foundation for WebCenter Content, WebCenter Portal, BPM and SOA Suite for the production environment. Throughout the process all aspects of both the hardware and software infrastructure will have to be addressed including but not limited to the current production Application Inventory and software dependencies, Storage (shared and unshared), SAN, LAN (vlans), DNS, Compute (Solaris and AS400), Firmware (in all system elements) and power

Disaster Recovery and Business Continuity should be addressed in an independent phase allowing the team to assess the newly designed production system and clearly identify the hardware and software resources necessary to implement a disaster recovery site that meets DRB's RPO and RTO objectives.

We are prepared to ensure the DRB achieves it goals and is successful with this important project

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

Listed below are some of the key risks associated with the DRB project. It is not a complete list as the project is very large with multiple risk factors in each area identified in the previous section on Project Approach.

Risk: Staff Availability Why: The Project is large, implements new technologies and will require significant investment of time and DRB staff are already busy Solution: To mitigate the risk we will work with DRB and Oracle to identify only the critical elements that need to be done to meet objectives. The project timeline can be adjusted or additional resources contracted to meet DRB project milestones as required.

Risk: Staff Training and Expertise Why: New & Complex Technologies While powerful, the technologies being implemented require significant expertise. Attaining that expertise is very difficult with so many new technologies and having a day job to attend to. Solution: We will work with the DRB and Oracle to identify the minimum level of expertise required within the technologies to be functional and map those skill sets to the available resources within DRB most able to learn the new technology. Workshops, online training and Oracle University Coursework will be identified and planned with the Department. Onsite knowledge transfer from Oracle technology experts will also be planned and scheduled.

Risk: Missing Necessary Hardware Why: Some core hardware components required to build out the solution desired by DRB may not be in place. This situation can hold up the project while the equipment is being secured. Solution: Work with DRB to develop a Gap analysis highlighting what equipment needs to be procured. We will work with Oracle and DRB to help expedite the delivery of critical components.

Risk: Available Budget Why: The project is large and will likely require additional hardware and software licenses for the new production environment and legacy AS400 environment Solution: We will work with DRB, Oracle and the IBM partner to help DRB justify and clearly demonstrate the requirement for any additional funding for Professional Services, Hardware and Software.

Risk: Availability of External Resources Why: The project is large and will likely require additional involvement from Oracle staff and others who may already be committed to other projects and thus push out the timeline for the DRB project Solution: We will work with DRB and Oracle to identify key resources needed by the project in advance of their requirement for involvement so that we are more likely to get the resources DRB needs when needed.

Risk: Current lack of a Disaster Recovery Site and practiced processes for recovery in the event of a significant problem Why: The project deals with mission critical data and the current lack of key disaster recovery processes can lead to extended down time that affect Retirees. Solution: We will work with DRB and Oracle to stabilize the present environment for both the Oracle and AS400 sides of the shop. Addressing the backup and recovery process early on will ensure the DRB is on sound footing as it moves into the new infrastructure.

Risk: Current lack of formalized develop, test, quality assurance and deploy to production process exists for new applications and application updates. Why: The Oracle technologies that DRB will be implementing rely on iterative development. Many cycles with incremental improvements that need to be developed, tested, and put into production. If this is not automated, then the process will be time consuming and error prone. Solution: Setup an internal Application Lifecycle Management (ALM) environment. This will allow for fast interactions of new releases and a known, robust and repeatable build and deployment process. The ALM environment would leverage new and existing tools. The tools set would include bug tracking, continuous integration, source code management and other tools.

Risk: Current lack of formalized integration patterns between new applications and legacy systems. Why: The Oracle technologies can access data from legacy systems in several different ways. If the new applications access the information directly from the legacy database, then the new applications have a direct dependency on the legacy system. In the future when the legacy system needs to be modified it can impact the new applications. This causes much higher costs for maintenance of the new applications and makes them brittle. Solution: To mitigate new applications from being adversely impacted by changes to the old legacy system, an Object Model leveraging web services should be created to add a layer of abstraction that will help insulate the new applications from the legacy system and lowering the impact from changes to the legacy system. Additionally, this will create common interfaces to critical business objects and resulting in a documented API. It also allows the easier replacement of the legacy system as long as the web services API stay the same.

EXPERIENCE/QUALIFICATIONS**BEST VALUE PROCESS ONLY:** EVALUATOR NAME: Larry WalshSCORE: 10 5 0

Our organization and staff directly meet all of the requirements requested in the Special Expertise and Experience section of the Task Order Request Form. We are Alaska's leading Oracle System's Integration partner and have completed many projects of similar or greater size utilizing the technologies specified in the Special Expertise & Experience section of the Task Order Request Form for the State of Alaska as well as commercial and other entities.

We have already done significant work with MyAlaska, the State Active Directory and the State LDAP directory on several State Projects including Oracle Fusion Middleware projects with both internal and external facing Web 2.0 User Interfaces. Interaction with these systems will be a requirement for automating DRB business processes leveraging the new Oracle Fusion Middleware, Database and hardware platform.

As a Systems Integrator we are intimately familiar with all layers of the infrastructure stack from data center power and cooling through the application layer. We are experienced in leveraging hardware and software from Oracle/Sun, Dell, Brocade, Netapp, EMC, CISCO, Juniper, APC and many others. As certified partners we have access to a variety of channels within the vendor organizations to facilitate quick resolution to issues and access to the latest product and technology information.

We have extensive knowledge and expertise that has been gained directly through involvement in real world applications requiring the implementation and integration of both the Oracle hardware and software utilized in this project. This includes the implementation of Kofax, Oracle WebCenter Content and Portal and the other Fusion Middleware products. Our approach to the implementation strategies and project management for the newly acquired Oracle Software to provide the foundation for self service and automation of DRB tasks moving forward.

We are Oracle's key partner in Alaska for the design and implementation of Oracle Fusion Middleware including Universal Content Management 10g and 11g. We have designed and implemented one of the most sophisticated UCM 11g environments presently deployed with 22 integrated UCM servers for Public, Internal Production, Test and Development running in a VMware vSphere environment built on CISCO's Unified Computing System, Nexus Switches and Network Appliance Enterprise Storage. The system provides Single Sign On through integration with Active Directory. It is implemented in a clustered multitier application environment leveraging multiple software systems including Red Hat Enterprise Linux, MS Windows Server 2008, Apache, WebLogic, UCM 11g, CVISION, Kofax, and Oracle RAC 11g database servers.

We are the primary KOFAX and CVISION document capture Systems Integrator in Alaska with more implemented scanning document workflows for both legacy document repositories and Business Process Automation projects than any other organization in Alaska. We have completed projects and continue to provide ongoing support for the State of Alaska, Municipality of Anchorage, and Federal Bureau of Land Management, the Department of Military and Veterans Affairs and others.

All of these systems require multitier architectures leveraging Oracle technologies with backend databases for the storage of structured information. Data Modeling, Application Architecture and User Interface design are all critical elements of the systems we deliver.

We have worked with the AS/400 and it's successors since 1987 and developed software for the system using CL, RPG, DDS, COBOL, JAVA, PHP, and HTML. Our experience covers a broad array of K12, commercial and Federal, State and Local government clients. The work specifically includes AK school districts payroll systems to allow them to report the CRS file after each payroll. This includes both AS/400 CIMS and Oracle based alio software systems. We have also done work with the State of Alaska to implement an imaging system on an AS/400 for certification application and renewal process. We have migrated several school districts system from an AS/400 K12 Finance/Payroll system to an Oracle based K12 Finance/Payroll system as well as several school districts from an AS/400 K12 Student system to an Oracle based K12 Student system. We also hold several IBM certifications including:

- IBM Certified Specialist - eServer iSeries Technical Solutions Designer
- IBM Certified System Expert - eServer iSeries Linux Solution Sales
- IBM Certified System Expert - eServer iSeries WebSphere Solution Sales
- IBM Certified Specialist -- eServer i5 iSeries WebSphere Technical Solutions
- IBM Certified Specialist - Power Systems Technical Support for i
- IBM Certified Specialist - Power Systems Sales for IBM i Operating System

EXPERIENCE/QUALIFICATIONS (CONT.)

Staff Experience:

Multiple skill sets are required to deliver the services specified in the Task Order Request. Both application development and graphic design expertise are necessary. To meet these needs we have included multiple resources. Together they bring not only the application development and graphic design skills necessary for successful completion of the project but the experiential knowledge that comes from working together as a team on many projects for nearly five years.

The primary resource has more than 25 years experience in the Information Technology industry and has won several awards for innovation and application design during his career. Most recently he led the client-side development for Glue Networks web application and helped the company secure 5 million dollars in Venture Funding. He continues to work on multiple State Projects and is an expert Systems Architect.

Each of our other resources have more than 10 years experience in their respective areas of expertise, have worked on multiple State of Alaska projects and hold hardware and/or software certifications with the key vendor technologies utilized in this project including Oracle, IBM, CISCO and Brocade.

Recent Projects:

A State Government Agency is required to manage Federal Aid documents to acquire and track Federal project funding. These critical documents rest at the heart of all project funding and were managed using MS Excel files residing on disk along with an extremely complex Excel Macro used to help complete the calculations and print the formatted documents required to get funding for all Federal projects. Our firm developed the FAAM (Federal Aid Agreements Manager) system to provide separation of data and presentation on the forms allowing the creation of a user interface that facilitates collection of the necessary data and review for accuracy. FAAM is a robust web application built with Oracle Fusion Middleware and other proven technologies and standards. The system delivers a complex Business Process that includes versioning, multiple sub-processes, spell-checking, multiple-users, and a calculation tool to minimize errors and speed up programming the Apportionments utilized in each document. At the end of the project a comprehensive documentation guide was provided to the Agency. FAAM is currently in production and has successfully helped modernize and streamline the Agency's federal document workflow. To further enhance productivity, FAAM has been enhanced to integrate with the Agency's existing Management Reporting System, with plans to integrate with a Federal system in the near future.

All States are required by Federal mandate to maintain a Qualified Products List (QPL), as a method for identifying products that have been approved for use in construction. These products range from bridge piers and guardrails to paint and cones, and they must often meet strict criteria. Each potential QPL product has to go through a lengthy business process from initial submission to review, testing, and approval/denial. One State Agency wanted to streamline this process as much as possible using today's available technologies. Our firm was called upon to develop a secure, web-based Business Process application that would replace the labor-intensive workflow and streamline processes for all stakeholders: State staff, manufacturers, and contractors. It is called the Electronic Qualified Products List. That State is currently managing its Qualified Products List via this web-based BPM application. Manufacturers can now enter their products into the QPL queue online, contractors can browse through approved products, and State staff can easily keep track of and manage products in the QPL. Not only are workflow processes streamlined, the State saves on paper and the large costs of time and labor.

Another State Agency manages over 100,000 cases in Alaska, and all of the documentation regarding these cases is currently stored in manila folders. Each case may have over a hundred documents, so somewhere between 5 and 10 million documents are being managed, moved about, and checked in and out by intricate manual processes. The paper files have grown to take up so much floors space that in some cases, file cabinets need to be moved into offices to keep the weight from collapsing the floors. We are creating a pilot system for Agency to bring all of this information on-line, thus allowing them to (a) eliminate nearly all of the process of managing paper documentation, and vastly simplify what is not eliminated; (b) recover nearly all of the file storage space and overflow space in offices; improve security by providing a means to make copies of all of this vital information, and to realize many additional benefits. All of the documents and information associated with them will be stored in a Content Management System. Document scanning and OCR is implemented using Kofax

EVALUATOR NON-CONFLICT OF INTEREST STATEMENT

By checking this box, I certify that neither I, LARRY WALSH, 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
5

RISK ASSESSMENT
5

EXPERIENCE/QUALIFICATIONS
10 Vendors experience and qualifications, especially being "Oracle's key partner in Alaska for design and implementation of Fusion Middleware" is excellent. Experience with State, Local and K12 is valuable addition to our team.

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
\$ 125.00	x	400	=	\$50,000.00

ETS Fee (\$300 + .5% of Total Cost)	\$ 550.00
Total TO Cost	\$50,550.00

PROPOSED INDIVIDUAL RESOURCES

Ross Toole	Greg Benolkin	Chris Teachworth
Nick Jaksic	Ryan Cubillas	John Falconer

PROPOSED SUB-CONTRACTORS

Name	Description of Work	% of Overall Work