

STANDARD AGREEMENT FORM FOR TASK ORDER PROCUREMENT SYSTEM (TOPS)

1. TOPS Contract Number 0091-02-13-013	2. DGS Solicitation Number 2012-0200-0879	3. Financial Coding DRB CIP Funding	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 Retirements & Benefits	hereafter the State, and
------------------------------------	---------------------------------------	--------------------------

9. Contractor Applied Microsystems	hereafter the Contractor.
---------------------------------------	---------------------------

Mailing Address 3909 Arctic Boulevard, Suite 201	City Anchorage	State AK	ZIP+4 99503
---	-------------------	-------------	----------------

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.

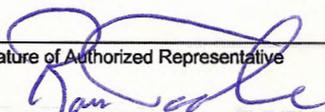
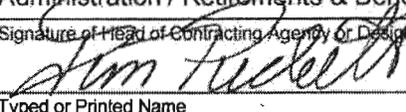
ARTICLE 3. Period of Performance: The period of performance for this contract begins 7/1/2013 and ends 12/31/2013.

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 #0091-02-13-1. Payment shall be made upon receipt and approval of detailed invoice(s) by the State of Alaska Project Manager indicated on TOPSRequest #0091-02-13.

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 #0091-02-13.

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	
Signature of Authorized Representative 		Department/Division Administration / Retirements & Benefits	
Date 6/24/13	Signature of Head of Contracting Agency or Designee 	Date 6/25/13	
Typed or Printed Name of Authorized Representative Ross Toole		Typed or Printed Name Jim Pucket	
Title President		Title Director, Division of Retirement and Benefits	

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 #0091-02-13;**
- **TOPS Response / Cost Proposal #0091-02-13-1.**

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

1. This contract document;
2. TOPS Request #0091-02-13;
3. TOPS Response / Cost Proposal #0091-02-13-1.

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):

Payment Schedule

TOPS Contract 0091-02-13-013

All fees will be invoiced monthly for actual time spent performing the services under this contract.

DVENDOR INFORMATION

Vendor Name: Applied Microsystems, Inc.

<input checked="" type="checkbox"/>	By checking this box, I, Ross Toole for Applied Microsystems, 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.
-------------------------------------	---

TABLE OF CONTENTS

PROJECT APPROACH..... 2

RISK ASSESSMENT 3

EXPERIENCE/QUALIFICATIONS..... 4

GENERAL INSTRUCTIONS

Vendors must use the template set out herein for submission of their response to a TOPS Request Form. Modifications to the format of this template (e.g., altering font size, altering font type, adding colors, adding pictures etc) will cause your response to be rejected.

Please list your experience in the following Categories: Project Approach, Risk Assessment, and Experience/Qualifications.

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 Request Form. If applicable, please provide your responses to Special Expertise & Experience, and Special Considerations or Constraints areas. Your response may include prior experience, engagements, and/or past performances relative to the department needs and/or requirements as they pertain to the TOPS Request Form in these sections.

Experience/Qualifications cannot exceed two pages.

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

The Task Order clearly identifies five key deliverables that are consistent with many Oracle Database, UCM, Portal, BPM/SOA and Identity Management projects we have completed over the past several years. Each of the five deliverables fall into one of two project tracks that will form the foundation of our approach.

1. Infrastructure Track: Design, Implementation and Management of the Oracle Infrastructures (Development, Test, Production & Identity Management) for Application Development and Delivery.
2. Application Track: The Design, Implementation, Deployment & Life Cycle Management of Proof of Concept BVP delivered within the Oracle Infrastructure with Integrations to SOAAD & Oracle IDM

We will use a defined process and approach for service delivery for both the Infrastructure and Application delivery tracks. These tracks will be performed in parallel. Interdependencies identified will be managed as part of the project. Both Tracks will begin with a kick-off meeting and assessment of the present environment. The kick-off meetings will provide: Introductions to the project teams; Creation of the communication plans that will be used; Creation of the escalation plan and identification of the key roles and responsibilities of each team member; Development of the plan for the VPN connectivity to the Oracle Infrastructure; Application Development strategy while infrastructure is unavailable at DRB. Identification of key RBIS personnel who are primary contacts for both the Infrastructure and Application tracks.

Infrastructure Track: The first priority will be the delivery of the Middleware Production environment because the Application Track is dependent on it being completed. We will identify the pros and cons of implementing Oracle Identity Management at this time. The IDM recommendation will consider the Financial, Timeline, Compute, Network and Storage impacts. If the RBIS decision is to move forward with IDM, we will build a plan to implement Identity Management as part of the Internal Portal implementation. We will also advise RBIS on the migration of UCM into the production environment. 11g Database environments will be designed and implemented for the Test and Dev environments. The second priority will be Test. Our experience dictates that the Test environment should mimic the Production Environment as closely as possible. The third priority will be the Development Environment. We will work closely with RBIS to design the Test and Development environments and create a migration plan to free the server blades and storage infrastructure needed to create Greenfields for the installation and configuration of these environments. We will review all available Oracle Software Licensing, plan the update of underlying firmware and Solaris software as required and then build the Test & Dev environments.

Application Track: Here we will follow an Agile model as the project proof of concept has already been completed, there is a code base to review that was created by Oracle along with the initial BVP specifications document. Additionally, the Agile method is also one of the most widely used models in software development. It is simple to implement, easy to understand and will allow us to complete modification and enhancement of the proof-of-concept business process and deploy it to the new PS6 production environment in the shortest time possible. Code testing and documentation will be performed throughout the process at every major stage of development. The following phases will be used:

1. Analysis: Here we will review the existing code base, original specification and other artifacts of the initial proof of concept. The Production Specification will be reviewed and a Gap analysis performed to determine how much effort will be required to deliver the Production version. We will work with RBIS to finalize a Specification that can be delivered with the right feature set in the required time frame.
2. Design: Here we will address application Architecture, DB Design, Prototyping, Code Re-use, User Interface and Test Planning
3. Development: Here we will perform the software development and unit testing of the UI, core business logic code elements as well as SOA Integration points such as Active Directory, Oracle Identity Management, AS400 Services, Crystal Reports and others as may be required.
4. Testing & QA: Here we will perform Test Case Preparation, Testing & Issue Tracking and Bug Resolution.
5. Release & Maintenance: Here we will perform Application Deployment, User Acceptance Testing, Maintenance, Training and Support

RISK ASSESSMENT

BEST VALUE PROCESS ONLY: EVALUATOR NAME: Larry Walsh

SCORE: 10 5 0**Common Infrastructure & Application Track Risks:**

Risk: Staff Availability Why: The DRB has implemented new Oracle technologies that will require a significant investment of time from the DRB staff for knowledge transfer and they are already busy.
Solution: To mitigate the risk we will work with DRB and to identify only the critical elements that need to be done to meet objectives. We have scheduled regular progress reviews as part of our Approach where we will identify any gaps in our plan and make adjustments with the DRB. 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 implemented by Oracle ACS 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 to identify the core expertise required within the technologies and DRB to successfully design and deploy the DRB Production, Test and Development environments along with the new production Benefits Verification Process while working in conjunction with our team.

Infrastructure Track Risks:

Risk: Infrastructure Resource Availability Why: The Test and Development Environments require both Oracle DB and Middleware installations. RBIS may need to shuffle applications as well as perform software and firmware updates to prepare for Test and Dev. This will require time and could impact the project schedule **Solution:** We will work closely with RBIS to identify a "path to a Test/Dev greenfield" as early as possible. We will help RBIS make the migrations necessary to create the foundation for the new Test and Development Environments.

Risk: Missing Necessary Hardware and/or Software Why: Should the Development, Test or Production infrastructure require some hardware and/or software components to build out the necessary environment, they may have to be purchased. This situation can hold up the project while the hardware/software is being secured. **Solution:** Work with DRB to develop a Gap analysis highlighting what hardware/software needs to be procured from the review performed as part of the initial phase of the project. We will work with Oracle and DRB to help expedite the delivery of critical components.

Application Track Risks:

Risk: Development Infrastructure Availability Why: The Development and Test environments are being created in parallel and are presently unavailable at DRB. **Solution:** With DRB's approval and assistance we will begin development on alternate servers in our facilities to ensure both tracks can be performed at the same time. When complete, we will move the code base into the new Dev & Test environments at the DRB.

Risk: Production Infrastructure Availability Why: Production role out of the BVP application requires that the Production Environment be completed. **Solution:** We will work with the DRB to ensure the timelines of both the Infrastructure and the Application tracks remain in synchronization. Should the Infrastructure delivery slip we may be able to add features, that were otherwise not practical, into the Benefit Verification process.

Risk: Current lack of a formalized development, test, quality assurance and deployment to production processes for new applications and application updates. Why: The Oracle technologies that DRB will be implementing rely on iterative development. If an application is deployed into Production incorrectly or with errors it could create system down time that affects Retirees. **Solution:** Work closely with DRB prior to the deployment of new BVP application into the Production Environment and implement testing and roll-back procedures to ensure the Production environment remains up and performing optimally whether the application must be rolled back and redeployed or patches must be applied.

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

To address the needs that the DRB has set forth in the Task Order we have assembled a team of key resources from both Applied Microsystems and our partner 3Di. The Team we have assembled exceeds all of the requirements requested in the Special Expertise and Experience section of the Task Order Request Form. Our team possesses Specialized Certifications from Oracle in each of the technologies we will be supporting as a part of this Task Order. Obtaining these Specializations requires customer references, certified staff, and a track record of excellence as evaluated by the manufacturer, Oracle. These include Oracle Database, Oracle RAC, Oracle Fusion Middleware Performance Tuning, Oracle Identity Management, Oracle WebCenter (Portal, Content, Social & Sites), Oracle Business Process Management (BPM/SOA), Oracle WebLogic, and Oracle ADF. We also hold multiple IBM Certified Specialist and IBM Certified System Expert designations and have developed the AS400 Web Service that will be used in the delivery of the Production Version of the BVP proof of concept.

Multiple skill sets are required to deliver the services specified and to meet these needs we have included several resources. Together they bring not only the Oracle Application Development Expertise but the Oracle Software, Hardware and AS400 expertise necessary to ensure DRB's success. All primary resources have more than 25 years experience in the Information Technology industry, hold Oracle certifications and are experts in each of the technologies specified for both the infrastructure design and implementation as well as application development. 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/or other key State and Federal Government initiatives as well as Commercial projects. They hold hardware and/or software certifications with all of the key vendor technologies utilized in this project including Oracle, IBM, CISCO and Brocade. The Team has tremendous experience designing, implementing, managing and monitoring Database, Portal, BPM/SOA Application and Fusion Middleware Infrastructures. Today we are managing Mission Critical Oracle Infrastructures for the BP MC252 Gulf Oil Spill National Resource Damage Assessment, the City of Los Angeles, El Paso County, Seattle City Lights, Los Angeles Department of Water and Power and Department of Building Safety. Our expertise and experience allow us to support the entire flow of information from CRS into the Oracle production environment and up the application stack.

Applied Microsystems is an Oracle Gold partner and is Alaska's leading Oracle System's Integration partner for Oracle Database and Fusion Middleware. We 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 the Department of Retirement and Benefits Oracle Enterprise Architecture project as well as MyAlaska, the State Active Directory and the State LDAP directory on several State Projects including Oracle Database and 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.

Our partner 3Di adds important depth to the project team. 3Di has extensive experience with all of the proposed technologies and is a Fusion Middleware Top Partner. They are both an Oracle Gold and Pillar partner for Oracle WebCenter Portal, Content, Oracle SOA/BPM and Oracle IDM. 3Di recently won Oracle's Fusion Middleware WebCenter Innovation Award for 2012. The award is for Application Development and Delivery using exactly the same technologies being implemented by DRB today.

As certified partners we have access to a variety of channels within Oracle and the other 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. Our approach to the implementation strategies and project management for the DRB Oracle Infrastructure is to provide RBIS with the foundation for self service and application development moving forward.

EXPERIENCE/QUALIFICATIONS (CONT.)**Recent Projects:**

State of Alaska – Department of Retirement and Benefits Applied Microsystems has been working directly with DRB since inception of the Oracle Enterprise Architecture Implementation Project and has played key roles in the developing the project's strategic approach as well as the resulting Leadership, Application and Infrastructure project tracks. We are deeply familiar with all aspects of the project to date and have worked closely with RBIS to design the Greenfield Oracle RAC, Cloud Control and Datagaurd environment as well as set the stage for the Application Delivery Environment that will become the DRB's Production Oracle environment.

Los Angeles Department of Water and Power - LADWP is the largest public utility in US with over 1.6 million customers. 3Di designed, developed and deployed the customer self service portal, LADWP.com, portal for the Los Angeles Department of Water & Power using the following technologies: Oracle WebLogic Application Server, WebCenter Portal, WebCenter Content, Oracle Identity Management System (IDM), SOA/BPM Suite, Database, RAC & DataGuard, Enterprise Manager (OEM), ADF and Forms. The customer self service portal is integrated with several other systems including the IBM Mainframe, Electronic Bill Payment, File Document Management system and others. The customer self-service portal has over a million registered users. The portal processes transactions worth over \$7.5 Million each day. The portal also allows customer to conduct a number of other functions that were previously handled manually such as - service stop/start/transfer, rebate application, low-income application processing and others.

Gulf Oil Spill – Applied Microsystems currently hosts and manages BP MC252 Oil Spill National Resource Damage Assessment development, test, production and disaster recovery sites. This includes 11g Database, Oracle Weblogic and Oracle Webcenter. We provide all patching, upgrades, performance monitoring and performance tuning along with all other hardware and software infrastructure; including facilities. With more than 15TB of data the system is designed for automated failover between Seattle and Anchorage for business continuance and disaster recovery. Data is continually replicated between sites to ensure a 30 minute cutover Recovery Time Objective with a 15 minute Recovery Point Objective. Several hundred users work with the system on a daily basis across many time zones requiring 24 hour operation. The systems have had no unscheduled downtime in three years of operation. This level of performance is achieved through Enterprise Technology and production policies and procedures that are equally applicable to this Task Order's work for the DRB Oracle Infrastructure.

Los Angeles Department of Building Safety – Los Angeles is the 2nd largest city in the United States. The Building & Safety department issues permits worth \$3 Billion every year generating walk-in traffic of 350,000 customers every year in additions to millions of service calls. Permitting process is tedious, error prone and time consuming and one of the biggest sources of customer dissatisfaction in the City. The PermitLA portal designed and developed by 3Di using Oracle's WebCenter Suite (Portal and Content), Oracle SOA Suite and ADF technologies is the first implementation in the world of a permitting solution using these technologies. PermitLA can be accessed via PC, tablet, or mobile app, and is currently being enhanced to include an ADF Mobile based application that will allow application access by field crew for inspection and permit review. One of the unique features of the application developed by 3Di is the creative use of ADF in integrating the Geographical Information System (ESRI GIS) with the permitting portal. Since inception, revenue collected is up 258%, online permitting is up 270%, permitting time reduced from 1-2 days to less than 15 minutes for many permit types.

Alaska Department of Natural Resources - Applied Microsystems 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, Oracle RAC 11g database server and Oracle OEM.

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
5

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
\$ 175.00	x	1640	=	\$287,000.00

ETS Fee (\$300 + .5% of Total Cost) \$1,735.00

Total TO Cost **\$288,735.00**

PROPOSED INDIVIDUAL RESOURCES

Ross Toole	Greg Benolkin	Chris Teachworth
Ryan Cubillas	Nick Jaksic	

PROPOSED SUB-CONTRACTORS

Name	Description of Work	% of Overall Work
John Fak	Oracle DB Architecture	3
Mark Klassan	Oracle Portal/ADF/BPM/SOA Developer	15
Michael Kramer	Oracle Middleware Architecture	5
Achint Sharma	Oracle Portal/Spaces/ADF/BPM Developer	12
Jerry Chen	Oracle Portal/Spaces/ADF/BPM Developer	12