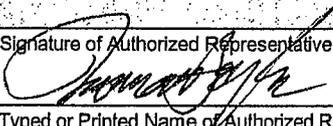
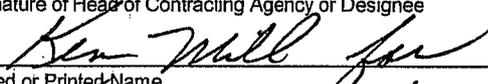


STANDARD AGREEMENT FORM FOR TASK ORDER PROCUREMENT SYSTEM (TOPS)

1. TOPS Contract Number 07-0005-12-025	2. DGS Solicitation Number 2012-0200-0879	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number 164728	
This contract is between the State of Alaska;			
8. Department of Labor Workforce Development		Division of Emp. Security/Unemp. Insurance	
		hereafter the State, and	
9. Contractor CTG Alaska		hereafter the Contractor.	
Mailing Address 4701 Business Park Blvd, Bldg J, Suite 36		City Anchorage	State ZIP+4 AK 99503
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <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>6/11/12</u> and ends <u>7/20/12</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 #07-0005-12-01. Payment shall be made upon receipt and approval of detailed invoice(s) by the State of Alaska Project Manager indicated on TOPS Request #07-0005-12.</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 #07-0005-12.</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	
Signature of Authorized Representative 		Department/Division Labor & Workforce Development / Emp. Security/Unemp.	
Date 5/30/12	Signature of Head of Contracting Agency or Designee 	Date	
Typed or Printed Name of Authorized Representative Tom Boyle		Typed or Printed Name Ken Will for	
Title Managing Director - CTG Alaska		Title PAUL DICK, DIRECTOR	

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

BUD
10/12

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 #07-0005-12;**
- **TOPS Response / Cost Proposal #07-0005-12-01.**

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

1. This contract document;
2. TOPS Request #07-0005-12;
3. TOPS Response / Cost Proposal #07-0005-12-01.

Any scope clarifications and/or negotiations that would not have the effect of changing the ranking of responses may be included below (or on additional pages, if necessary):

1. The resource allocation for this Project does not match our request. We requested that 50% of the work be done by an expert with industry standard IT security certification(s), 25% of the work be performed by Journey and 25% Tech. Please provide the reasoning for the resource allocation.

2. Please provide the experience qualifications and credentials of the individual(s) who will assigned to this project

3. Our requested completion date is 6/15/2012. Please confirm this date, or provide a your proposed completion date?.

Response:

Ed,
After speaking with Dave Newell regarding the questions posed in Appendix C – here is our response:

1. The resource allocation for this Project does not match our request. We requested that 50% of the work be done by an expert with industry standard IT security certification(s), 25% of the work be performed by Journey and 25% Tech. Please provide the reasoning for the resource allocation.

When we responded – we weren't sure how to break down the hours so we submitted our blended rate – using the 300 hours estimate from your Task Order request, here is a breakdown of the hours and resources:

Name	Resource Type	Bill rate	total hours	% of work	Cost
Dave Newell	Expert	\$ 205.00	150	50%	\$ 30,750.00
John Schunak	Journey	\$ 150.00	75	25%	\$ 11,250.00
Stan Herrera	Technical	\$ 76.00	75	25%	\$ 5,700.00
	300	100%			

\$ 47,700.00

2. Please provide the experience qualifications and credentials of the individual(s) who will assigned to this project
Dave Newell is CTG's Security Solutions Practice Manager and leads CTG's national consulting team in risk management services covering information security, business continuity, compliance, and enterprise risk. Dave is a Certified Information Systems Security Professional (CISSP) with 23 years of experience in information technology and information security including 17 years of consulting experience. Dave has performed Business Continuity Management System (BCMS) assessments based on BS 25999-1:2006, provided business continuity and data center guidance to IT management and executives, developed continuity of operations policies and procedures, led projects to perform business impact analyses (BIAs) and develop business continuity strategies, and designed and implemented redundant infrastructures for numerous clients.

John Schunak works in the CTG Security Solutions Practice out of Buffalo, New York – he has over 40 years of experience total in Information Technology (28 in banking and 13 in information security management). John is a Certified Information Security Manager and Certified Information Systems Security Professional. John will be traveling to Juneau to participate in the project kickoff meeting and will also participate in the presentation of our findings at an agreed upon date and time.

Stan Herrera is the Engagement Manager – Public Sector for CTG Alaska based in Anchorage. He has over 28 years of experience in Information Technology with the State of Alaska and City and Borough of Juneau. Stan has participated in numerous Information Security related projects with the State of Alaska as ETS Director, VoIP Project Director, Project Manager for the ETS DR/COOP Task Order, HB-65 PII Educational Task Order, and a Retirement & Benefits Security Assessment Task Order. He will be the local resource to coordinate with Dept. of Labor staff on this Task Order.

Resumes are available upon request.

3. Our requested completion date is 6/15/2012. Please confirm this date, or provide a your proposed completion date?. Our preference would be to make this project one of with a 5-6 week duration. We want to ensure that we provide sufficient time for DOL resources to schedule and complete the interviews and respond to requests for supporting data that are crucial to the successful completion of the project, while also allowing our team adequate time for the review of the DOLWD UI IT Contingency Plan. We propose a start date of 6/11/12 and an estimated end date of 7/20/12. Please contact me if you have any other questions or if this information satisfies your questions.

Best regards,

Stan Herrera

Engagement Manager - Public Sector
Pacific Northwest / Healthcare / Security

4701 Business Park Blvd; Bldg J

Anchorage, AK 99503

Tel: 907-261-6481

Fax: 907-261-6520

Mobile: 907-360-5151

Additional email Correspondence:

From: Stan Herrera [mailto:stan.herrera@ctg.com]

Sent: Wednesday, May 30, 2012 4:15 PM

To: Mercer, Edward R (DOL)

Cc: Brown, Brian L (DOL); David Newell; Tom Boyle

Subject: RE: Task Order 07-0005-12-025 UI IT Security Contingency Plan

Ed –

I will contact you tomorrow to finalize everything – I don't think we have any issues with trying to complete the project by 7/13/12 – we just wanted to leave some room for any unforeseen delays – also it has been good practice in the past to extend the end date on the front end of the project using the Task Order System so we don't have to go back to DGS to ask for an extension. We can certainly provide you (DOL) with an invoice that shows hours billed. We can provide you with a weekly status report as well that documents hours billed and invoice at month end (6/30/12) and again at the end of the project.

I will be in touch – thanks

Stan

From: Mercer, Edward R (DOL) [mailto:ed.mercer@alaska.gov]

Sent: Wednesday, May 30, 2012 4:05 PM

To: Stan Herrera

Cc: Brown, Brian L (DOL); David Newell; Tom Boyle

Subject: RE: Task Order 07-0005-12-025 UI IT Security Contingency Plan

Stan

Thank you for your responses.

- Who should I contact to finalize the period of performance dates for the Standard Agreement Form? When I get that information, I will get an authorizing signature to DGS for final processing.

I will be your contact for finalize the period of performance.

**On the dates that you propose, I would prefer July 13, 2012 with the understanding fast turnaround on our side is necessary.

Also note that we will be requesting time reporting to support the hours billed.

- Once we have the start / stop dates identified, we would like to schedule a project kickoff meeting with you all – can you please provide me with a single point of contact person to coordinate that effort?

I will also be your point of contact on scheduling matters.

Brian Brown will be your technical contact.

- Getting a copy of the existing DOLWD UI IT Contingency Plan is going to be a vital piece of information that is needed to complete this Task Order – would it be possible to obtain an electronic copy of this plan?

If you are referring to the UI IT Contingency Plan which the subject of this engagement , I will provide you with an electronic copy upon commencement of the Project.

Edward R. Mercer, CAPM
Employment Security Division
Alaska Department of Labor & Workforce Development
□□1111 W 8th St, Juneau, Ak 99811
□ (907) 465-5559
□□Fax: (907) 523-9634
ed.mercer@alaska.gov

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