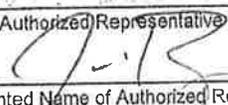


STANDARD AGREEMENT FORM FOR TASK ORDER PROCUREMENT SYSTEM (TOPS)

1. TOPS Contract Number 0035-07-13-010	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 116276	
This contract is between the State of Alaska,			
8. Department of Labor Workforce Development		Division of Adult Basic Education hereafter the State, and	
9. Contractor Resource Data Inc.		hereafter the Contractor.	
Mailing Address 1205 East International Airport Road #100		City Anchorage	State ZIP+4 AK 99518
10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.			
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 <u>8/21/12</u> and ends <u>6/30/13</u>			
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 #0035-07-13-01. Payment shall be made upon receipt and approval of detailed invoice(s) by the State of Alaska Project Manager indicated on TOPS Request #0035-07-13-01.			
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 #0035-07-13.			

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	
Resource Data, Inc.		Department/Division Labor and Workforce Development/ABE	
Signature of Authorized Representative 	Date 8/21/12	Signature of Head of Contracting Agency or Designee 	Date 8/22/12
Typed or Printed Name of Authorized Representative Howard Earl James Rogers		Typed or Printed Name Brynn Keith	
Title Director or Sales and Marketing President		Title Director, ASD	

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 #0035-07-13;**
- **TOPS Response / Cost Proposal #0035-07-13-01.**

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

1. This contract document;
2. TOPS Request #0035-07-13;
3. TOPS Response / Cost Proposal #0035-07-13-01.

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

VENDOR INFORMATION

Vendor Name: Resource Data, Inc. (RDI)

<input checked="" type="checkbox"/>	By checking this box, I, Howard Earl for Resource Data, Inc. (RDI), represent that I am authorized to and do bind the vendor to this response. I certify that all of the information provided herein is true and accurate, to the best of my knowledge. I understand that the discovery of deliberately misrepresented information contained herein may constitute grounds for contract termination and removal from the vendor pool.
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GENERAL INSTRUCTIONS

Vendors must use the template set out herein for submission of their response to a TOPS Request Form, including 10-point Arial font. Modifications to the format of this template (e.g., altering font size, altering font type, adding colors, adding pictures etc) will result in the rejection of your response.

Other than as requested on this page, your response must be "cleansed" of any identifying names or information. Do not list any names/information in Project Approach, Risk Assessment, or Experience/Qualifications that can be used to identify your firm. The inclusion of identifying information may result in your response being rejected.

PROJECT APPROACH

Provide a concise and detailed summary of your approach to delivering the services described in the TOPS Request Form. The summary must demonstrate your understanding of how to successfully complete the work in a way that meets the state's needs.

Project Approach cannot exceed one page.

RISK ASSESSMENT

Itemize potential **controllable** and **non-controllable** risks associated with providing the services described in the TOPS Request Form and concisely describe how you will mitigate each risk.

Risks cannot exceed one page. You may add/delete additional rows to identify additional risks and solutions, but do not exceed the page limit. Do not include any cost or marketing information.

EXPERIENCE/QUALIFICATIONS

Describe your experience and qualifications specifically as they pertain to the services described in the TOPS. Do not include names or information that can be used to identify your firm or the proposed resource(s).

Experience/Qualifications cannot exceed two pages.

PROJECT APPROACH

BEST VALUE PROCESS ONLY: EVALUATOR NAME:

SCORE: 10 5 0

This task order will secure a development team to upgrade the current Adult Basic Education (ABE) online application to .NET 4/SQL Server 2008 R2 with a Model View Controller (MVC) framework and an Entity Framework data layer. The updated application will improve flexibility and extensibility, accommodate new and changing reporting requirements, support changing business requirements, and make use of updated technology.

To meet the ABE's goals, our firm will provide a team of developers managed by a Technical Lead with several years of experience developing and updating the original ABE application through a variety of task orders. Our team will follow the same methodology that has proven successful on previous ABE work to gather requirements, develop specifications, and build out the specified system. All detail design and development work will follow an agile (Scrum) methodology to maximize functionality and flexibility for the ABE application and team.

PREPARATION AND PROJECT SETUP:

Our Technical Lead will meet with the ABE Project Manager to ensure that all resource requirements have been met, determine the schedule and activities, identify communication processes, and secure access to the ABE systems needed to ensure timely delivery.

ANALYSIS:

Our Technical Lead and developers will review existing documentation, work with key stakeholders, and apply their existing knowledge of the ABE application to analyze application functionality and related business processes. The resulting documentation will be used to identify the project scope and develop a prioritized lists of tasks (product backlog) that developers will use to guide the design and development phases.

DESIGN:

We will use our analysis results to create detailed requirements, business specifications, and technical specifications for a system that meets ABE's needs for a centralized online application for use throughout the state that supports new Federal and State requirements and maintains flexibility for the future. Additionally, the application will generate updated National Reporting Systems (NRS) tables to meet new and changing Federal requirements.

DEVELOPMENT:

In this phase, our developers will re-implement the Student, TABE Assessment, BEST Assessment, Attendance, GED, Personnel, Grantees, Administration, and NRS modules, along with the basic application security and architecture. Development will follow an agile (Scrum) methodology, using short, iterative cycles called "sprints" to select tasks from a master list and complete selected tasks from birth to adulthood by the end of each sprint. These fully executed tasks will be demonstrated to the project team and stakeholders in a sprint review meeting at the end of the iteration. Developers are responsible for unit testing their code and compiling a test plan for User Acceptance Testing (UAT).

TESTING:

We will provide a UAT test plan for ABE staff to run. During this phase, we will create user and technical documentation, and complete system testing and debugging.

IMPLEMENTATION:

The product will be pushed to a production environment and we will provide documentation and support to ABE staff.

LEGACY APPLICATION MAINTENANCE:

Throughout the duration of the contract, our team will provide as-needed support for the existing legacy application. We anticipate that this work will require 5-10% of the total effort.

RISK ASSESSMENT

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

RISK: Lack of user participation during testing

WHY IT IS A RISK: Incomplete testing can lead to features being released that do not function completely or as expected, leading to lower client satisfaction and incomplete software.

OUR SOLUTION: Our Technical Lead will work with the client to ensure test plans cover all the features and are derived from relevant user stories. The Technical Lead will also ensure that the user-designated representative approves all testing.

RISK: Inadequate or incomplete test data

WHY IT IS A RISK: Inadequate data leads to errors, hindering the overall success of the project.

OUR SOLUTION: Our Technical Lead will work with the ABE Project Manager to ensure test data covers a wide range of relevant test cases (e.g., typical and atypical students, typical and atypical personnel and grantees) to cover all edge cases.

RISK: Lack of communication between all parties, including support staff

WHY IT IS A RISK: Lack of communication can cause projects to fail.

OUR SOLUTION: In addition to required status reports, our firm will host status meetings between our Project Manager, the ABE Project Manager, and any necessary support staff at least every two weeks. Additionally, following an agile development approach encourages regular informal and standardized communication to help resolve issues before they escalate.

RISK: Lack of availability of key ABE personnel

WHY IT IS A RISK: The agile approach relies heavily on client input. If key ABE personnel are not available, the project progress could suffer.

OUR SOLUTION: We mitigate this risk by planning for periods of unavailability as far in advance as possible. Plans can include lengthening or shortening sprints, having backups for key personnel, or a combination of techniques.

RISK: Misidentification of key personnel

WHY IT IS A RISK: Projects of this size often identify only one key player. Often, other users such as those in field offices (e.g., Alaska Literacy Program, Nine Star) may be needed to provide valued input describing day-to-day operation.

OUR SOLUTION: In addition to including Project Managers on the project team, we strive to include separate representatives from each user group on the team.

EXPERIENCE/QUALIFICATIONS

BEST VALUE PROCESS ONLY: EVALUATOR NAME:

SCORE: 10 5 0

COMPANY QUALIFICATIONS

1. Our firm has implemented numerous critical projects for various State agencies, providing services ranging from requirements gathering and project management to design, development, testing, and implementation. Our work includes critical projects such as the online PFD application and myAlaska development and integration.
2. Our firm and our proposed staff for this project have prior experience developing and updating the original ABE application. Our familiarity with ABE systems and procedures will benefit this project by ensuring that the ABE's needs are met in an efficient and cost-effective manner.
3. We provide expert agile software development services. Many of our developers and project managers are certified Scrum masters. The project managers proposed for this project have extensive experience implementing large-scale Scrum projects for a variety of State agencies.
4. We are a Microsoft Gold Partner specializing in web development in the .NET framework. Our developers have extensive experience on projects meeting State of Alaska standards.
5. We have a long history of work in the myAlaska environment. This experience has been accumulated through myAlaska integration project work with various agencies, development within the myAlaska environment itself, and design/analysis work intended to set the stage for evolution of the system.
6. Our Juneau location ensures that our proposed staff is available to work onsite in consultation with the State ABE staff as required.

STAFF QUALIFICATIONS

Our proposed Technical Lead has over six years of experience in IT. His programming skills are extensive and strong, and he is familiar with numerous languages, software applications, and systems. Over the last five years, he has been responsible for designing and implementing changes to the ABE application, responding to ongoing requests from the Adult Basic Education Program and the Federal National Reporting System. He has also been responsible for ongoing maintenance of the ABE application, ensuring appropriate upgrades and changes to the application's performance and infrastructure (e.g., myAlaska, SQL Server, .NET).

We will also staff this project with a senior programmer with over six years of IT experience focusing on .NET programming and database development. He is a Microsoft Certified Professional Developer (MCPD) specializing in the .NET framework, and has extensive experience on State of Alaska projects. In addition to many other successful projects, he has been heavily involved in projects for the Department of Administration surrounding building, updating, and supporting myAlaska 3.0.

Our supporting developers have completed a variety of State projects that have given them a broad range of experience in systems analysis and software development. They are experienced in documenting both technical and non-technical business processes for many State agencies.

RELEVANT EXPERIENCE**STATE OF ALASKA, DEPARTMENT OF LABOR: ADULT BASIC EDUCATION SYSTEM**

ABE is a department within the Department of Labor whose function is to educate adults that have not received their high school diplomas or GEDs to the point where they can pass the GED and administer the test. The software application is a web-based application that allows ABE staff in locations ranging from downtown Juneau to Alaska state prisons to enter student records, record their progress on a series of tests, and record other indicators, even if the student changes locations within ABE. The application also generates a series of National Reporting System (NRS) reports every year that aggregate the student progress in the system as a whole, within specific locations, and along a variety of ethnic and gender lines.

EXPERIENCE/QUALIFICATIONS (CONT.)

The ABE software was originally designed and implemented to support generating a series of reports required by the federal government per the National Reporting System for Adult Education. In 2006, the DOL contracted with our firm to convert and upgrade the existing Access database to a more modern, functional and user-friendly application.

The initial phase of this work involved completing a detailed requirements specification and data model. Using the requirements and design information gathered during the first phase, our database designers developed a data model using Sybase PowerDesigner. After undergoing multiple review and revision cycles, the model was deemed complete. At that time, developers completed the first version of the database structure by adding attribute and entity-level notes sufficient for a detailed data dictionary. Using tools included in the data modeling software, our firm included the final model and dictionary in the accepted version of the design documentation.

STATE OF ALASKA, DEPARTMENT OF LABOR: ADULT BASIC EDUCATION SYSTEM UPDATE

Our firm supported a variety of ABE application updates and enhancements through multiple Task Orders. For these efforts, our proposed Technical Lead used .NET technologies to enhance existing features and correct flaws. He used T-SQL to resolve database bottlenecks and other issues that kept the application from running for the end users. Work included report development and application correction and mitigation. Later work included converting the existing ABE application from .NET 2 to .NET 4, including updating several core components to reflect changes in Federal and State regulations and guidelines. Additionally, we converted the login system to be compatible with the forthcoming myAlaska 3 upgrade.

STATE OF ALASKA AUTHENTICATION SYSTEM

Over the last several years, our firm has been engaged in developing agency applications that have made use of the existing myAlaska framework. Included in this list are the Department of Environmental Conservation's Online Permitting and Licensing Application (now referred to as OASys), the Department of Revenue's Online Tax Information System (OTIS), the Department of Labor's Adult Basic Education System, and several others. Each of these development efforts has required extensive interaction with myAlaska technical staff and helped us develop an intimate knowledge of the inner workings of myAlaska from an integrators perspective.

STATE OF ALASKA, DEPARTMENT OF LABOR, MYALASKA INTEGRATION

Our firm worked with the State of Alaska, Department of Labor and Workforce Development to integrate the myAlaska user authentication system into Alaska Labor Exchange System (ALEXsys), the state's web-based job service support system.

Our team analyzed the existing ALEXsys authentication structure; developed the architecture of the web services and modules to replace existing authentication structures; and modified the ALEXsys ASP/ASP.NET employer, Job Seeker, Staff, and Guest pages to integrate with myAlaska. They also created the integration of the myAlaska web service with the ALEXsys security tables and structures and developed and employed test plans to govern and manage the testing of the integration, modification, and data integrity while also ensuring that existing ALEXsys functionality was maintained.

EVALUATOR NON-CONFLICT OF INTEREST STATEMENT

By checking this box, I certify that neither I, _____, nor any member of my immediate family has a material personal or financial relationship with this vendor or to a direct competitor of this vendor. I further certify that no other relationship, bias or ethical conflict exists which will prevent me from evaluating this response solely on its merits and in accordance with the evaluation criteria.

Furthermore, I agree to notify the Task Order Manager if my personal or financial relationship with this vendor is altered at any time during the evaluation process. If I am serving as the Procurement Officer of record I agree to advise my supervisor of any changes that could appear to represent a conflict of interest.

EVALUATOR NOTES

To be completed by requesting agency evaluator(s).

Comments **MUST** be recorded for any section receiving a Best Value score of 10 or 0. Comments must be concise and objective and refer to or quote the portion of the response that led to the score.

PROJECT APPROACH
RISK ASSESSMENT
EXPERIENCE/QUALIFICATIONS

COST PROPOSAL

Cost proposal must include all costs required to perform the work as described, including but not limited to travel costs, labor, overhead, etc. **BOTH HOURLY RATE AND EST # OF HOURS MUST BE COMPLETED FOR YOUR PROPOSAL TO BE RESPONSIVE.**

If additional unanticipated work is required after TO contract award, it shall be performed at the hourly rate quoted below. All proposed individual resources and subcontractors are subject to the approval of the TO Manager. Any change in individual resources or sub-contractors after award will require approval by the Agency Project Manager.

To ensure the optimum use of public funds, the state will review cost reasonableness in the following manner:

1. If any response has a cost proposal that is 50% or greater above or below the average cost of all responses, the state reserves the right to not consider that response. (Ex: Given an average cost of \$10,000, responses with cost proposals \$15,000 and higher or \$5,000 and lower may be rejected.)
2. BEST VALUE: If the highest ranked vendor's cost proposal is 10% or more greater than the second highest ranked vendor's cost proposal, the state reserves the right to make award to the second highest ranked vendor.
3. LOW PRICE: Past Performance Information (PPI) shall be applied to your Total Cost as a percentage reduction equivalent to your current PPI score for evaluation purposes. (Ex: If your current PPI score is 5, your Total Cost will be reduced by 5% when comparing to other costs.)

COST

Hourly Rate	x	Est. # Hours	=	Total Cost
\$ 94.00		520		\$48,880.00
ETS Fee (\$300 + .5% of Total Cost)				\$ 544.40
Total TO Cost				\$49,424.40

PROPOSED INDIVIDUAL RESOURCES

Nicholas St. Gabriel	Darrel Lee	Mike Podruchny
Mike Brameld	Craig Millard	

PROPOSED SUB-CONTRACTORS

Name	Description of Work	% of Overall Work