

STANDARD AGREEMENT FORM FOR TASK ORDER PROCUREMENT SYSTEM (TOPS)

ORIGINAL

1. TOPS Contract Number 0065-18-13-021	2. DGS Solicitation Number 2012-0200-0879	3. Financial Coding	4. Agency Assigned Encumbrance Number EN#1830745
5. Vendor Number 02-0655648	6. Project/Case Number CO 18-8035-13	7. Alaska Business License Number 741667	
This contract is between the State of Alaska,			
8. Department of Environmental Conservation		Division of Spill Prevention and Response hereafter the State, and	
9. Contractor Alaska IT Group hereafter the Contractor.			
Mailing Address ⁰ 226 Seward . Street Suite 210	City Juneau	State AK	ZIP+4 99801
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>2/11/2013</u> and ends <u>6/30/2013</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 # 0065-18-13-02 . Payment shall be made upon receipt and approval of detailed invoice(s) by the State of Alaska Project Manager indicated on TOPS Request # 0065-18-13 .			
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 # 0065-18-13 .			

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	
Alaska IT Group		Department/Division Department of Environmental Conservation	
Signature of Authorized Representative <i>Karen R. Morgan</i>	Date <i>2/11/2013</i>	Signature of Head of Contracting Agency or Designee <i>Tom Cherian</i>	Date <i>2/11/2013</i>
Typed or Printed Name of Authorized Representative <i>Karen R. Morgan</i>		Typed or Printed Name Tom Cherian	
Title <i>Managing Partner</i>		Title Director, Division of Administrative Services	

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 #0065-18-13;**
- **TOPS Response / Cost Proposal #0065-18-13-02.**

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

1. This contract document;
2. TOPS Request #0065-18-13;
3. TOPS Response / Cost Proposal #0065-18-13-02.

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):

Project deliverables

1. Project preparation and kickoff
2. Initial Requirement Gathering (2 weeks)
 - a. High Level Requirements, Further requirements
 - b. High Level Design
 - c. Both these documents will be very high level and just set the direction for development. The details will be determined through the milestone points.
3. Functional Milestone 1 (4 weeks)
 - a. Deployable Code drop followed by a SPAR Review providing further requirements for next milestone
 - b. Draft Application Documentation
4. Functional Milestone 2 (3 weeks)
 - a. Deployable Code drop followed by a SPAR Review providing further requirements for next milestone
 - b. Draft Application Documentation
5. Functional Milestone 3 (3 weeks)
 - a. Deployable Code drop followed by a SPAR Review providing further requirements for next milestone
 - b. Draft Application Documentation
6. Functional Milestone 4 (3 weeks)
 - a. Deployable Code drop followed by a SPAR Review providing further requirements for next milestone
 - b. Draft Application Documentation
7. Functional Milestone 5 (3 weeks)
 - a. Deployable Code drop followed by a SPAR Review providing further requirements for next milestone
 - b. Draft Application Documentation
8. Functional Milestone 6 (3 weeks)
 - a. Final documentation and Training
 - b. Production deployment document
 - c. Final test results and test project

(Continued next page)

Estimated Deliverable schedule and associated payments,

Deliverable	Deliverable Due to DEC	Amount
Kickoff & Planning	11-Feb	\$ 21,470.00
Design	18-Feb	\$ 32,080.00
Iteration 1	18-Mar	\$ 56,360.00
Iteration 2	9-Apr	\$ 45,654.00
Iteration 3	29-Apr	\$ 45,654.00
Iteration 4	20-May	\$ 45,654.00
Iteration 5	10-Jun	\$ 45,654.00
Iteration 6	30-Jun	\$ 48,254.00
Total		\$ 340,780.00

APPENDIX D
COMPENSATION SECTION
(Billing and Payment)
CONTRACT #18-8035-13 / Alaska IT Group

The Contractor shall be compensated for services rendered to the State identified in Appendix C, and in accordance with the following terms and conditions:

1. The initial contract award covers the performance period from 2/11/2013 to 6/30/13, and shall not exceed \$340,780.00. This contract does not contain renewal options.

The State will not be responsible for reimbursing the contractor for services rendered outside the valid term of this contract, there will be no exceptions.

2. Total compensation, including all optional renewals, provided to the contractor for the performance period of 2/11/2013 to 6/30/13, shall not exceed **\$ 340,780.00**.
3. Payment shall be made when deliverables have been received, reviewed and accepted by the Project Director/Contract Manager (usually within 10 working days of receipt). In the case where project deliverables do not meet the acceptance criteria, reasons for non-acceptance shall be given in lieu of payment, and any discrepancies shall be reviewed, and opportunity for reconciliation shall be given prior to issuance of payment. Upon acceptance of deliverables, payment will be made within 30 days of receiving a detailed itemized invoice. The State shall not be responsible for any finance or late charges on invoices not paid within 30 days.
4. The contractor will invoice the State by deliverable as completed and accepted
Each invoice must:
 - Reference the Contractor's name, address and Phone Number
 - Reference the Contract Number and Iteration
 - Include an invoice number
 - Reference the DEC Division for which the services are being provided
 - Include the Contractor's signed certification that the amount invoiced is consistent with the scheduled amounts described in Appendix C of this Contract, during the period of this contract
5. Invoices must reference the contract number in Block 1 of the Standard Agreement Form, billing period being invoiced, and if the invoice is final it shall be marked **FINAL**.
6. Mail invoices to:

Department of Environmental Conservation
Division of Spill Prevention and Response
410 Willoughby, Ste 303
Juneau, AK 99801
7. **FINAL** invoices must be received by the Project Director/Contract Manager no later than sixty (60) days following contract expiration.
8. The State is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

[The remainder of the page is extremely faint and illegible.]

Love-Hestnes, Sonja (DEC)

From: Schijvens, Sander (DOT sponsored)
Sent: Thursday, January 31, 2013 8:32 AM
To: Mcfall, Andrew (DEC)
Cc: Wener, Michael (DEC sponsored); Orendorff, Ladonna (DOA sponsored)
Subject: Appendix C - deliverables

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Andrew,

After our initial requirement discussions and going over your expectations, we propose the following deliverable breakdown and payment schedule. Please review and if you agree include in Appendix C. I am leaving town for a week on Friday morning, but will be available by email most of the time and can schedule teleconferences if needed.

Project deliverables

1. Project preparation and kickoff
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Deliverable and payment schedule

Deliverable	Due	Amount
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Iteration 4	20-May	\$ 45,654.00
Iteration 5	10-Jun	\$ 45,654.00
Iteration 6	30-Jun	\$ 48,254.00
Total		\$ 340,780.00

Thanks, Sander

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
\$ 111.15	x	3066	=	\$340,785.90

ETS Fee (\$300 + .5% of Total Cost)	\$2,003.93
Total TO Cost	\$342,789.83

PROPOSED INDIVIDUAL RESOURCES

Michael Wener	Melanie Tarr	
Jason Hickey		
Chris Benshoof		
Amanda Gellhouse		

PROPOSED SUB-CONTRACTORS

Name	Description of Work	% of Overall Work

VENDOR INFORMATION

Vendor Name: Sander Schijvens

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

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

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

PROJECT APPROACH

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

Project Approach cannot exceed one page.

RISK ASSESSMENT

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

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

EXPERIENCE/QUALIFICATIONS

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

Experience/Qualifications cannot exceed two pages.

PROJECT APPROACH

BEST VALUE PROCESS ONLY: EVALUATOR NAME:

SCORE: 10 5 0

The Alaska Department of Environmental Conservation (DEC), Division of Spill Prevention and Response (SPAR), uses the Statewide Industry Preparedness Program Application (IP) and the Prevention and Emergency Response Program application (SPILLS) to manage data necessary for assessing trends and causes of spills so that prevention measures can be targeted and evaluated to reduce future leaks. These applications are using 10-15 year old technologies and do not address the core needs of the programs using the information.

The purpose of this Task Order is to 1) implement recommendations made by an Expert Panel that was convened to review the results of the North Slope Spill Analysis, 2) update IP and SPILLS applications to meet State of Alaska and DEC standards for data software, 3) develop application User Guide/HELP documentation and 4) provide initial training for State of Alaska in the revised applications. To accomplish this work, our firm proposes a team of 5 individuals; a Lead Analyst/Programmer that will serve as our team's Project Manager, two Analyst/Programmers, an Analyst/Quality Assurance/Testing Lead and an Analyst/Technical Writer. These individuals have a combination of experience with the technologies requested in the Task Order and experience in working with DEC. A solid set of methodologies underlie our approach to this project. For this project, our firm proposes elements of PMI project management processes combined with XP Agile development processes, as described below. This approach will ensure early implementation of key elements required by SPAR and user.

1) Project Preparation and Kickoff

At the beginning of the Task Order we propose a project kickoff meeting with SPAR to understand the Task Order requirements, the existing environment and available documentation and data structures. After the meeting, we will review all information obtained and draft a plan for proceeding. This plan will outline major milestones, a risk assessment, timelines, deliverables, constraints and stakeholders.

2) Initial Requirements Gathering

Our team will perform an initial assessment of the existing environment, review any additional materials that may be available and meet with the agency project manager and staff (subject matter experts) to clarify project requirements. We will specifically focus on documenting business rules and performing a gap analysis to identify elements that are available on the existing system versus new elements that are needed. We will also focus on prioritizing project requirements. Deliverables for this phase will be 1) a project plan, 2) architectural design of the new applications, 3) a gap analysis, and 4) a data migration plan, and 5) a business rules summary.

3) Iterative Development Cycles

Our team will work closely with the DEC/SPAR team to identify highest priority features for each development cycle. We will produce system requirements specifications, user acceptance test cases, and implement those changes. Our team and agency users will test the changes. Once testing is complete and any bug fixes are made, the process repeats itself until all requirements are met. Each development cycle is generally between 2-3 weeks long.

4) Prior to the move to production, our team will 1) provide a production deployment document and 2) provide results of final testing that validates the agreed upon business rules is completed, and guide final acceptance testing by users.

5) Final documentation and Training

Once development cycles are complete, our team will provide the final database schema with results of the completion of the data migration. In addition, User Guide/HELP documentation and training will be provided on the revised applications.

Written status reports will be delivered monthly, specifying time spent, requirements met, budget and time remaining, any risks that have been encountered, and steps to mitigate those risks. Weekly meetings will be scheduled to obtain information needed for the cycle and inform DEC staff of progress.

RISK ASSESSMENT

BEST VALUE PROCESS ONLY: EVALUATOR NAME:

SCORE: 10 5 0

RISK: Contractor staff is unfamiliar with DEC policies, standard and practices.
DESCRIPTION: Work is not delivered in a manner that fits DEC environment.
SOLUTION: Our proposed team is familiar with DEC policies, standards and practices.

RISK: Infrastructure readiness
DESCRIPTION: Given the June 30th deadline for the project, it is critical that the development and test environments be established early in the process.
SOLUTION: As soon as the Task Order has been awarded, we will work with the DEC staff to ensure the development and test environments have been defined and are ready.

RISK: Documentation of systems are incomplete.
DESCRIPTION: Completion of the project includes the documentation necessary for future support of the software.
SOLUTION: Our proposed staff is familiar with DEC procedures, which include testing and documentation. Our staff will follow DEC development, testing and documentation procedures. In addition, our team has included additional time for analysis in the event up-to-date documentation is not available.

RISK: Limited availability of key division staff early in the project
DESCRIPTION: With the short timeframe allowed for this project, a key factor of the project success will be the ability to gather requirements and business rules early in the project. We understand that state employees often have multiple demands on their time.
SOLUTION: We will work with the agency to identify the primary contact individual(s) and a back-up individual(s) in the event the primary contact person is not available. In addition, we will establish a clear schedule and identify the times when participation by the key individuals is required and work with the Agency to set clear expectations of resource needs.

RISK: Insufficient budget
DESCRIPTION: Even though schedules and desires are well defined, we may encounter unknowns in the project that can prevent the task from being completed on schedule and/or impact the budget.
SOLUTION: Maintaining constant communication with the client and discussing priorities on a regular basis will ensure high priority tasks are completed on time and within budget. Using tools for tracking the requirements, business rules, and progress, our internal job management software, coupled with regular reporting and meeting intervals, will also assist in mitigating this risk.

RISK: Deliverables do not meet the expectations of the customer.
DESCRIPTION: Deliverables can meet general goals but miss subtleties or sub-requirements desired by the client.
SOLUTION: Having DEC users test with each development cycle, daily in-situ communication coupled with weekly status meetings and monthly status reports will minimize the possibility of this occurring. Further, developers will address questions with the product owner instead of making decisions without proper consultation with the client.

RISK: Deliverable deadlines are unattainable.
DESCRIPTION: Even though schedules and desires are well defined, there are many unknowns in a project that can prevent the task from being completed on schedule.
SOLUTION: Maintaining constant communication with the client and discussing priorities on a regular basis will ensure high priority tasks are completed on time. Using tools such as our internal project management software, coupled with regular reporting and meeting intervals, this risk will be mitigated. We are also prepared to add additional resources to the project, if necessary to meet proposed deadlines.

EXPERIENCE/QUALIFICATIONS

BEST VALUE PROCESS ONLY: EVALUATOR NAME:

SCORE: 10 5 0

Company Experience

Experienced leading multi-discipline and multi-vendor teams to ensure a seamless product highlights our project management skills. By engaging many vendors and platforms, we are able to ensure that our clients get the best solution for their business needs. We have substantial experience in needs and requirements analysis. Our experiences in the selection, use, and integration of mainframe, Web, and client/server systems extends to several vertical markets, including fisheries, environmental conservation, tax, and transportation. We have served a wide range of clients in both the private and public sectors.

Our methodology incorporates proven industry techniques for modeling and constructing information systems. We use specialized techniques that have evolved over time for downsizing and rightsizing systems. These techniques have been refined from mainframe platform requirements to the client/server environment to Web/thin client to Web-enabled distributed computing. We will apply the most effective methodology to the software projects, depending on their size, scope, and user requirements. For large scope, well-defined application projects, our team recommends using the Waterfall methodology. For on-going, smaller scope, short-term requests, we have found that the Agile approach is most cost-effective and addresses users' requirements more quickly. Where appropriate and with customer approval, we also use specialized tools and techniques such as SCRUM, eXtreme Programming (XP), UML, or XML, to enhance the process and quality of the resulting models.

Our Task Order Managers are trained in a methodology based on the Project Management Institute's (PMI) project management requirements and techniques. These techniques are based on the experience of managing multiple projects. We continually seek to refine these techniques to ensure quality product and to increase our customer's satisfaction. We have proven experience in leading multi-discipline, multi-vendor teams. We use our project management skills in these cases to ensure a seamless product.

We use PMI Body of Knowledge as the baseline for our projects. All of our projects are conducted using project management processes: the initiating process, the planning process, the executing process, the controlling process and the closing process. During the initiating process, we work closely with our customers to ensure that the project is focused on business needs. The planning process not only provides details of the work to be done to bring the current phase of the project to successful completion, but also provides some preliminary description of work to be completed in later phases. Planning defines and refines objectives and the best alternative course of action is chosen. During execution, people and resources are coordinated to carry out the project plan. Quality assurance is performed to evaluate project performance on a regular basis to guarantee that the project will satisfy the relevant quality standards set by our customers.

We have successfully completed a large number applications similar to this project. One of the systems for the Department of Environmental Conservation is the Complaint Automated Tracking System (CATS) which uses APS.NET and the MVC Architecture required by this Task Order.

Staff Experience

Having staff permanently residing in Juneau enables us to provide high on-site availability while reducing the cost burden of incorporating housing and travel costs into staff rates.

Our Lead Analyst brings 20+ years of information technology experience. During this time he has contributed as a senior developer, software architect and as a project lead and manager. His responsibilities have included development on large scale ASP.NET projects using C#, VB.NET, ASP.NET MVC (using the Razor view engine), SQL Server access using LINQ and ADO and authentication via Active Directory. He has recently developed extensive REST based service implementations. His JavaScript experience is very deep and includes JQuery as well as modern technologies such as Dojo and integration with new HTML 5 capabilities. Following are two recent project completed by this individual.

- A project for Alaska Housing Finance Corporation (AHFC) was for the development of an authorization role management system and an expense receipt accounting entry system. The technologies used for these systems were ASP.Net, MVC, JQuery, SQL Server 2008, C# and LINQ. The applications were AJAX based and use RESTful services on the backend.

- A project for the National Marine Fisheries Service (NMFS) for the Shorezone application used ASP .NET MVC based services for updates to a GIS system that records ecological information for shorelines in Alaska.

EXPERIENCE/QUALIFICATIONS (CONT.)

One of our Analyst/Programmers has over 9 years of experience working in the IT field in various roles, including as a project manager, analyst, and software developer. He has extensive experience working in the private sector as a consultant on numerous projects for several departments and divisions of the State of Alaska. His work on these projects includes successful efforts to design, implement, test, deploy, upgrade, and maintain small-scale and medium-scale enterprise systems using a variety of current technologies, including experience with modern AJAX-enabled web applications. He also has experience in both a technical and managerial capacity developing software products for a private company. He holds both a B.S. in Electrical Engineering and Computer Science and an M.Eng. in Computer Science Engineering from the Massachusetts Institute of Technology. His project strengths and experience include the following:

- Worked as a consultant on a variety of IT projects; involved in nearly every aspect of the software development lifecycle, skills include analysis and design, implementation ranging from front-end to back-end activities, quality assurance, and testing management
- Skilled developer, including database, server, desktop interface, and web application development
- Implemented projects in both .NET and J2EE enterprise application frameworks, including work with RESTful server architectures
- Extensive work with modern web application development, including MVC architectures, AJAX, JavaScript libraries and CSS-based layouts
- Experienced with numerous database and server products such as SQL Server 2008r2, Oracle, Postgres and Microsoft Access, and integrated development tools such as Visual Studio, Eclipse and JDeveloper
- Familiarity with the management and administration of Microsoft-based IT infrastructure, including work with all modern Microsoft client and server operating systems, Active Directory and user and group policy management, Powershell, Hyper-V and related virtualization technologies, including the Microsoft System Center suite
- Extensive experience with both procedural and object oriented programming techniques. Proficient in a number of programming languages and technologies, including C#, Java, C/C++, Ruby, Perl, NUnit, JUnit, Windows Azure SDK, PL/SQL, HTML, XML, JavaScript, JSON, CSS, JBoss, XDoclet, JasperReports, Hibernate, CVS, and Git.

Our second Analyst/Programmer has over 7 years of experience in developing applications in languages including C, C++, C#.NET, VB, VB.NET, Java, Scheme, and Intel x86 assembly, and web front-end applications using languages and technologies including ASP.NET, PHP, C++ CGI, and Python. Christopher develops high-level solutions such as SSIS packages for SQL Server as well as low-level components such as those requiring serial port and network socket programming. He has supported a number of DEC applications over the past several years and was instrumental in completing the CATS system.

Our Analyst/Quality Assurance Testing Lead has over 10 years of experience working in the IT field as a project manager, analyst, and software developer. She has experience working in both the private sector as a consultant and in the public sector for a government agency in both a technical and managerial capacity. She acquired her B.S. in computer science in 2002 and has worked on a number of projects to design, implement, modify, and maintain small-scale and medium-scale systems using a variety of current technologies. His project strengths and experience include the following:

- Worked as a consultant on a variety of IT projects; involved in nearly every aspect of the software development lifecycle,
- Skilled developer, including database, server, desktop interface, and Web application development,
- Experienced with programming and using the following: C#, CSS, HTML, Java, JavaScript, PL/SQL, Transact-SQL, and XML,
- Participated as lead programmer and analyst in many projects, skills include analysis and design, implementation ranging from front-end to back-end activities, quality assurance, and testing management,
- Managed an Alaska Department Information Services section, consisting of network, database, security, and applications support staff. This included managing the section budget, staff, and enterprise-mandated projects or initiatives.

Our Analyst/Technical Writer will work with our Lead Analyst has over five years of experience in all aspects of software engineering and has worked in both the private and public sectors. Her excellent verbal and written communication skills contribute to her extensive experience in utilizing best practices in collecting, organizing, and administering easy-to-understand content to a very diverse user base. She has provided hands-on support in both end-user training and documentation of a Department of Justice enterprise Web application that is currently used by over 10,000 unique users per month and has previously provided design, documentation and testing for Air Force applications.

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

[Empty text box for Project Approach notes]

RISK ASSESSMENT

[Empty text box for Risk Assessment notes]

EXPERIENCE/QUALIFICATIONS

[Empty text box for Experience/Qualifications notes]

