STANDARD AGREEMENT FORM FOR TASK ORDER PROCUREMENT SYSTEM (TOPS)

1. TOPS Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
0069-11-13-021	**2012-0200-0879**	11309065-11309065	1134024
5. Vendor Number	**6. Project/Case Number**	**7. Alaska Business License Number**	
02-0655648		741667	

This contract is between the State of Alaska,

8. Department of	Division of	
Fish Game	Commercial Fisheries	hereafter the State, and

9. Contractor			
Alaska IT Group			hereafter the Contractor.
Mailing Address	**City**	**State**	**ZIP+4**
226 Seward St., Suite 210	Juneau	AK	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 **03/18/2013** and ends **12/15/2013**.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed the **Total Cost** shown on TOPS Cost Proposal **#0069-11-13-2**. Payment shall be made upon receipt and approval of detailed invoice(s) by the State of Alaska Project Manager indicated on TOPSRequest **#0069-11-13**.

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 **#0069-11-13**.

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 Fish & Game / Commercial Fisheries	
Signature of Authorized Representative	Date 3/18/13	Signature of Head of Contracting Agency or Designee Rebecca Alt	Date 3/18/13
Typed or Printed Name of Authorized Representative Sander Schjuens		Typed or Printed Name Rebecca Alt	
Title Managing Partner		Title Admin Officer II	

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 my 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 B[1]
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 #0069-11-13;**
- **TOPS Response / Cost Proposal #0069-11-13-2.**

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

1. This contract document;
2. TOPS Request #0069-11-13;
3. TOPS Response / Cost Proposal #0069-11-13-2.

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

VENDOR INFORMATION

Vendor Name: Alaska IT Group

☒	**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 Assesement, 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 Fish & Game's (ADF&G) Commercial Fisheries is in need of the implementation of Commercial Operators Annual Report (COAR) as an enhancement to the Interagency Electronic Reporting System (IERS, also referred to as eLandings). Integration will allow for shared components such as a unified authentication and will allow the Department to accomplish the minimum required functionality within the available budget.
Our team understands the importance of the eLandings system, its principal components, and the importance of working closely with the representatives of all involved agencies, as well as the stakeholders for the COAR reporting. We understand that the COAR data is important to the National Marine Fisheries Service (NMFS), as well as Alaska Department of Fish and Game (ADF&G). We will work with the agency Project Manager and other eLandings Steering Committee members to ensure that a coordinated approach is taken to provide the needed capability without adversily affecting other aspects of the eLandings system.
We are proposing a team of three application developers and one developer for the training materials for this project. Our primary application developer has significant experience with electronic reporting systems and will serve as the project lead for this Task Order. Our entire development team has experience with this type of system and other fisheries applications.

1) Project Preparation and Kickoff
At the beginning of the Task Order we propose a project kickoff meeting with ADF&G 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 a detailed requirements analysis of the existing environment and COAR reporting needs. We will meet with the agency Project Manager and staff (subject matter experts) to clarify project requirements. We will specifically focus on identifying end-user reporting process needs and integration of COAR reporting features into the existing system. We will also focus on prioritizing project requirements. Deliverables for this phase will be A) a project plan, B) a detailed requirements specification, D) a data model, and D) an integration and performance testing plan.
3) Iterative Development Cycles
Our team will work closely with the eLandings Steering Committee to identify highest priority features for each development cycle. We will implement the features in the software, create automated test cases, and integrate the changes on a test system. 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) Integration and Performance Testing
Prior to the move to production, our team will conduct integrated testing of the COAR reporting capabilities. The integration and acceptance test process will include load testing to simulate maximal production data volumes so that the effect of COAR reporting on eLandings system performance can be assessed. Any performance issues will be resolved prior to deploying the system to production.
5) Documentation and Training Materials
Once development cylces are complete, our team will produce user and system documentation for the COAR reporting capabilities. Using a script provided by ADF&G, our team will produce a screencast training video, providing users with easy-to-use and review training documentation. The training video will be downloadable from a link on the eLandings website.

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. Bi-weekly meetings will be scheduled with the eLandings Steering Committee to obtain information needed for the cycle and inform ADF&G staff of progress. Daily teleconference meetings will be held with the Interagency eLandings developers to ensure that COAR reporting developement is closely integrated with other ongoing development activities

RISK ASSESSMENT

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

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. Using tools for tracking the requirements/changes, our internal job management software, coupled with regular reporting and meeting intervals, this risk will be mitigated.

RISK: Insufficient definition of application requirements
WHY IT IS A RISK: No detailed requirements and design have been developed. Given that this task order has a fixed budget, the requirements, design and implementation are constrained to the budget. Requirements may be identified that do not fit within the available budget.
OUR SOLUTION: We have reviewed the COAR-eLandings Integration feasibility study in detail and will create a list of functional requirements for the application prior the the development. Our team will make sure that these requirements have been vetted by all key application stakeholders. This will allow us to ensure that key features are prioritized and will also form the basis of a test plan.

RISK: Changes in scope
WHY IT IS A RISK: The December 1st deadline is identified as a key project requirement, and any changes in scope will threaten this deadline as well as the project budget
OUR SOLUTION: As noted above, we will clearly define requirements of the application before we begin development. We will avoid taking on any tasks that are not directly related to existing requirements and will communicate immediately with ADF&G staff any time we see risk of scope creep.

RISK: ADFG end users may not have sufficient time available to test the new application
WHY IT IS A RISK: ADF&G staff many not have sufficient time to test the application resulting in an unstable or incomplete first release.
OUR SOLUTION: Our staff will work with the ADF&G team to carefully test the application against the defined requirements prior to release. This will reduce the load on ADF&G staff.

RISK: Developers may encounter temporary technical setbacks during development due to gaps in technical knowledge
WHY IT IS A RISK: Brief technical setbacks are a normal part of the development process, but due to the aggressive deadline of this project these setbacks may threaten the project deadline
OUR SOLUTION: We will mitigate this risk in three important ways. First we will field senior developers who can work quickly and are less likely to be stalled by technical impediments. Second, we will provide developers with experience in both both the specific technologies and in fisheries. This will allow them to fully understand the functionality of the desired application. Finally, our organization has a large pool of talented resources available with different technical specialities. If necessary we can lean on these resources if we need to fill in knowledge gaps and advance the project schedule.

RISK: Deliverables do not meet the expectations of the client.
DESCRIPTION: Deliverables can meet general goals but miss subtleties desired by the client.
SOLUTION: Regular in-situ communication coupled with weekly status meetings and monthly status reports will minimize the possibility of this. 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

EXPERIENCE/QUALIFICATIONS

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

COMPANY EXPERIENCE

Our company is uniquely positioned to provide the requested services in this Task Order because of our considerable experience and skills in providing the services requested. We began working with fisheries agencies over a decade ago and performed in numerous projects to analyze, produce requirements and develop applications and/or provide application enhancements for fisheries agencies. For over a decade, our company has been highly involved in architecting and developing of reporting systems for fishery management. We have conducted feasibility studies and needs assessments for electronic fishery landing reporting systems, studies that have led to the successful system implementations. Our work in developing electronic reporting systems has given us unequaled experience in balancing the interests of many seafood industry and fishery management stakeholders.

Because of our prior experience, our company and the individuals proposed for this project have a strong and solid understanding of database and system design, as well as the experience and expertise in the technologies required for the work; including over 6 years of experience in systems using Solaris, Oracle, JBoss, Java Swing, Java Servlets, XML, Jasper Reports, and Google Web Toolkit (GWT).

All our proposed application developers have hands on experience with the technologies specified in the task order and will be able to hit the ground running.

Our company has completed a wide variety of fisheries applications. For example, we designed and implemented a solution to facilitate managing fishery openings, closings, harvest limits, and general announcements with the goal of a Web interface for internal management of news releases and public Web and mobile interfaces for accessing news releases. Initially, we produced a software requirements specification that provided an overview of the existing business processes and technologies, and requirements for a solution, and then designed and developed the information system. The system includes maintaining news release metadata, storing PDF and Word documents, and providing methods for distributing the documents to the public via Web, email and fax. The technologies used in this project include Adobe Flex, Java 1.6, Apache Tomcat, and Oracle.

PROPOSED TEAM AND EXPERIENCE

We are proposing four individuals for this project. Our team has supported multiple solutions using Oracle related products and services. In addition to work with fisheries, we have supported other clients that use Oracle extensively.

Our primary Senior Applications Developer for this effort has extensive experience in the analysis and development of fishery data collection and reporting systems. About 15 years ago, he worked with fishery management agencies implementing data collection systems using ATM credit card terminals and transitioning them to Web applications as technology allowed. He has worked on fishery data reporting projects for many different agencies involved in fishery management. He has 30 years of information technology experience, with a history of designing systems that are both cost effective and extendible, allowing the systems to evolve to meet new business challenges. His project strengths and experience include the following:

- Extensive experience conducting needs assessments for fishery data collection systems, including field work, seafood processing plant visits, and observing operations aboard tender vessels taking deliveries from catcher vessels during fishery openings.
- Over 15 years of experience with Web application development. Extensive experience in Java Servlets for traditional Web application delivery and 18 months recent experience in Google Web Toolkit development for rich Internet applications.
- Created system architecture elements for an electronic reporting system for fishery data. Architecture elements included version tracking databases, Web service interfaces for report submitter and agency software applications, report submitter Web applications, report submitter desktop applications, agency user desktop applications, and agency database extract interfaces. Architecture elements he designed allowed for report submitter and third-party software interface to facilitate one time data entry. Additional

interfaces allowed for capture of data by disconnected computers and submission of reports by email, and by transfer via USB drive to report submitter workstation configured to both receive and upload reports, and to install reporting software on USB drives.
- Created a conceptual design for data collection in a halibut guided charter fishery. Surveyed sport fishery data collection systems in other jurisdictions. Surveyed the halibut charter industry to determine their capabilities and constraints. Created a conceptual model of a data collection system using logbooks, Web-based reporting, and telephone IVR reporting that could provide the timely data the fishery managers need to manage halibut guided charters as an IFQ fishery. Implemented prototype in Google Web Toolkit to demonstrate Web application usability on SmartPhones.

Our second Applications Developer brings over 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 Java applications which included technologies such as Java SE, Java EE, Servlets, JSP, JSF, JPA, EJB 3.0, Hibernate, Spring, JDBC, Hibernate, JUnit, ANT, XML, XSLT, JAX-RS (RESTful web services). He also has extensive experience with client side web technologies such as Dojo, jQuery, HTML5 and CSS3.

Our third Applications Developer has over 7 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 has a B.S. in Computer Science and has worked as a lead programmer and analyst on a number of projects to design, implement, modify, and maintain small-scale and medium-scale systems using a variety of current technologies. Her 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.
- Skills include analysis and design, implementation ranging from front-end to back-end activities, quality assurance, and testing management.
- Managed a government 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 Developer for the training materials will work with our Lead Analyst. She has over five years of experience in all aspects of software engineering and has worked in both the priviate an 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 and Army applications.

EXPERIENCE/QUALIFICATIONS (CONT.)

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).

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 reponse. (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
$ 126.00	x	778	=	$ 98,028

ETS Fee ($300 + .5% of Total Cost)	$ 790.14
Total TO Cost	**$ 98,818.14**

PROPOSED INDIVIDUAL RESOURCES

Chris Keller		
Mike Wener		
Amanda Gellhouse		
Melanie Tarr		

PROPOSED SUB-CONTRACTORS

Name	Description of Work	% of Overall Work