

STANDARD AGREEMENT FORM FOR TASK ORDER PROCUREMENT SYSTEM (TOPS)

1. TOPS Contract Number 071-07-13-021	2. DGS Solicitation Number 2012-0200-0879	3. Financial Coding 7399001	4. Agency Assigned Encumbrance Number
5. Vendor Number 02-0655648	6. Project/Case Number	7. Alaska Business License Number 741667	
This contract is between the State of Alaska,			
8. Department of Labor Workforce Development		Division of Workers Compensation hereafter the State, and	
9. Contractor Alaska IT Group hereafter the Contractor.			
Mailing Address 226 Seward St. 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>3/15/13</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 #0072-07-13. Payment shall be made upon receipt and approval of detailed invoice(s) by the State of Alaska Project Manager indicated on TOPS Request #0071-07-13.			
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 #0071-07-13.			

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	
Signature of Authorized Representative 		Department/Division ASD Director Labor & Workforce Development / Workers Compensation	
Date 3-14-'13	Signature of Head of Contracting Agency or Designee 	Date 3/18/13	
Typed or Printed Name of Authorized Representative Sander Schijvens		Typed or Printed Name Paloma Harbour	
Title Managing Partner		Title Acting Admin Svcs Director	

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

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Signature of Authorized Representative	Date	Signature of Head of Contracting Agency or Designee	Date
Typed or Printed Name of Authorized Representative Sander Schijvens		Typed or Printed Name Paloma Harbour	
Title President		Title Acting ASD Director	

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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, 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 #0071-07-13;**
- **TOPS Response / Cost Proposal #0072-07-13.**

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

1. This contract document;
2. TOPS Request #0071-07-13;
3. TOPS Response / Cost Proposal #0071-07-13.

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):

APPENDIX D
PAYMENT FOR SERVICES

Payment for services provided under this contract shall not exceed **\$49,920.00** for the period of performance of this contract.

The contractor shall be paid a rate of **\$96** an hour.

The Contractor will submit detailed invoice(s) for services performed in accordance with Appendix C. The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

Each invoice must:

- reference the Contractor's name, address and phone number.
- reference the contract number.
- include an invoice number
- reference the Division for which the services are being provided.
- itemize the contractual services provided referenced by Deliverable Number
- include the Contractor's signed certification that the amount invoiced is for the services described in Appendix C of this contract during the period invoiced.

The Contractor shall submit invoices to the address specified below no later than 30 days after the end of each month for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process.

Address invoice to:
AK Dept of Labor & Workforce Development
Div. of Administrative Services
1111 W. 8th St., Suite 308
Juneau, AK 99802-1149

Invoice Delivery:

Invoices should be emailed to Paul Hegg with an email copy to the ETS Contracting Officer (currently Brad Kizer).

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract.

VENDOR INFORMATION

Vendor Name: Alaska IT Group

<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 Workers' Compensation Division (WCD) manages the Alaska Workers' Compensation Act and accommodates the Alaska Workers' Compensation Board. As the Alaska Workers' Compensation Act provides for prompt payment and reporting of benefits, WCD is in need of an updated data management system. Utilizing current technology and methodologies, our team will refine the existing system to enable electronic filing and document management, improve the system interface, enhance case and data management, and provide for seamless integration with other smaller workers' compensation applications.

We propose a team of two Programmer/Analysts for this project who are both proficient in C#. The proposed team has over 12 years of experience working in all phases of system lifecycle including: feasibility studies, requirements analysis, alternatives analysis, systems design, programming, testing, conversion and post implementation support in an Agile SCRUM developing environment. We also propose a technical resource to provide documentation and testing, as required.

Our company is familiar with the requested development practices and understands the specific needs of the Division. Each Programmer/Analyst is currently working on similar networks and possesses extensive experience working with a team of designers, developers, and clients in a fast-paced, deadline-driven environment.

Our enterprise development methodology emphasizes an n-tier approach, organizing the structure of the system into presentation, business logic, and data layers. The key elements of the layers are designed by modeling the business process, which creates a blueprint of the system by defining system inputs and outputs, functionality, data needs, consumed resources, and events that drive the process. The system will be developed using object-oriented design and basic coding standards, which include an easy-to-read layout, practical comments, and self-documenting code.

We employ basic practices that guarantee a well-tested, reliable application built on clean, maintainable code. Using basic coding standards ensures that any programmer, at any time, can easily interpret the code base. This includes formatting and variable names created with meaningful naming constructs. These standards decrease maintenance time and ease programming if future upgrades become necessary. We also use code versioning systems and continuous integration. This ensures that changes are integrated into the main code base daily, so the most up-to-date version is available to the team at any time.

Our strong technical expertise with the technologies used by the Department of Labor (DOL) can be leveraged as an asset to the Workers' Compensation Division. Using our expertise with C#, .NET, and Agile, we can provide additional effective resources to assist your staff in a seamless team-like environment.

ASSUMPTIONS

The task order specifies the scope as Phase II of the WC Agile project. Given the large and complex nature of this worker's compensation project we assume that the scope of the task order is limited to a phase of the overall project to provide enhancement and bugfixing on an existing code base and for programming support on an already existing project. The team we propose is well positioned to fulfill this need on the project.

As a matter of good project management practices we will deliver weekly status reports specifying time spent, budget remaining, and will note any newly identified project risks. In addition, we will include separate time sheets for each project resource.

RISK ASSESSMENT

BEST VALUE PROCESS ONLY: EVALUATOR NAME:

SCORE: 10 5 0

RISK: Modification to systems can lead to the discovery of new core system improvements.

DESCRIPTION: During exploration associated with system enhancement, foundational improvements can be uncovered that increase the scope of the original request but may be justified as a more desirable solution.

SOLUTION: Notify WCD staff and clearly present original and alternate solutions, exposing the costs and benefits of both methods, explaining that the alternative solution may come at the cost of being unable to complete the original solution.

RISK: Deliverables do not meet the criteria of the customer.

DESCRIPTION: Deliverables can meet general goals but miss subtleties or sub-requirements desired by the customer.

SOLUTION: Daily informal communication coupled with weekly status meetings and bi-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 not met.

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 JIRA, our internal time management software, coupled with regular reporting and meeting intervals, this risk shall be mitigated.

RISK: Incomplete documentation of external interfaces.

DESCRIPTION: This project depends on outside systems that may not be properly documented, causing additional system experimentation and investigation.

SOLUTION: Reducing this risk is possible by coordinating with owners of the external systems directly and using institutional knowledge of those systems to ensure completion of system documentation.

RISK: End users may not have sufficient time available to test the new application

WHY IT IS A RISK: WCD staff may not have sufficient time to test the application resulting in an unstable or incomplete first release.

OUR SOLUTION: Our staff will work with the WCD team to carefully test the application against the defined requirements prior to release. This should reduce the load on WCD staff and result in a high-quality production release.

EXPERIENCE/QUALIFICATIONS

BEST VALUE PROCESS ONLY: EVALUATOR NAME:

SCORE: 10 5 0**COMPANY EXPERIENCE**

Our organization has over two decades of experience delivering critical IT and software development projects in state, federal and commercial markets.

Our core competencies include custom software development, IT project management, systems integration, testing and quality assurance, business analysis and requirements gathering, business intelligence / data warehousing, database development, enterprise document management and technical writing. Our company has been providing development, analysis and technical support for State and Federal Government for over 25 years. Our expert analysts and developers have worked on a wide variety of projects and have extensive experience with C#, .NET, Web Services; technical writing; design, development and the deployment of Web pages.

Our company has extensive experience leading and collaborating with multi-discipline, multi-vendor teams to ensure a seamless product. We have repeatedly proven our ability to work with others and manage large and small IT projects in diverse industries. We are dedicated to providing successful IT solutions while building long-term relationships with our clients and business partners. We have a long history of meeting client expectations, earning the respect of our clients, and delivering measurable value to all stakeholders.

By not being limited to a single vendor or platform, 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 labor, fisheries, tax, and transportation. We have served a wide range of clients in both the private and public sectors.

SIMILAR PROJECT EXPERIENCE

One of our clients determines eligibility for many safety net programs. The primary eligibility system providing this information runs on a mainframe system. Our company was contracted to provide maintenance and enhancements to a Web front end to the mainframe data using C# and .NET. Within this project, many new screens and enhancements were developed, such as drop-down menus, improvement to payment screens, rate and budget calculators, fee registration tracking, eligibility determination, accommodation of case notes, check boxes, and data alerts.

One of our clients enhanced its systems to improve the use of electronic communications with insurance agents. Our company was contracted to provide programmer resources capable of analyzing, designing, developing and implementing e-government enhancements to existing applications as directed by the project manager. The agency's systems were a mix of .NET, active server pages (ASP), Oracle Forms, and Cold Fusion.

The solution provided the following:

- a) Online customer email contact update
- b) Email bounce back processing
- c) Bulk email generation
- d) Online license printing

Another client manages multiple unique support programs for senior citizens. The project consolidated multiple services into a single database with a unified user view of the data. Our company was contracted to perform analysis and development using SCRUM methodology. The development platform included C#, .NET, and SQL Server.

EXPERIENCE/QUALIFICATIONS (CONT.)

Another client contracted with our company to provide analysis, design and development of a background check system. This system provides administration for background checks, reporting and electronic data interchange for submission and reporting of background investigation checks. The system development environment was .NET and SQL Server.

Another client contracted with our company to convert their child care subsidy system from a total mainframe-based system to a system with a C#, .NET front end utilizing a mainframe data base. The resultant system enables clerks and technicians to use one interface as they process day care providers for children.

STAFF EXPERIENCE

The two primary resources proposed for this project possess years of enterprise-level experience developing .NET applications, and one of them is a certified .NET developer. Our team consists of two individuals with experience spanning multiple clients and technologies, giving us not only the specific skill sets needed to succeed with the WCD, but also a perspective broad enough to evaluate and propose strategies that exposure to a large number of diverse systems can provide. The third technical resource will serve as a tester and provide documentation, as required.

Our proposed team lead for this project has provided support to various clients, both as a consultant and as an employee, since 2000. She has worked on systems for 5 different agencies. She has worked both independently and as part of a team, and has led multiple teams and projects. She has worked on every part of the Software Development Lifecycle (SDLC) and, since 2005, has successfully led projects to completion with Agile Methodologies. She has both led a team through a SCRUM project, and has been a team member in several other SCRUM projects. She is also experienced working in a Team Foundation Server (TFS) environment.

She has developed software using .NET tools since they were released in 2002, using C# and VB.NET equally. She has stayed up-to-date on modern trends in software development patterns, concentrating on .NET technologies and evolved with Microsoft, using their latest tools and frameworks, including MVC and Entity Framework. She has implemented websites in JQuery and AJAX for a modern look and user-friendly experience. She uses her experience to put new features into perspective and make the most effective use of them.

Our second .NET/C# developer has a Bachelor of Science in Computer Science and has over seven years of experience as a professional computer programmer. He has implemented rich client interfaces, designed databases, drafted analysis documents, made mobile applications, and programmed hardware protocols using a wide range of technologies and languages including ASP .NET, SQL Server, Oracle, .NET Compact Framework, C#, VB, Java, JavaScript and C++. He has been the Primary Developer on many of these projects, with the ability to concurrently manage and develop 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.

Our technical resource is a detailed oriented individual that has worked on a variety of IT systems. He has performed research and analysis and provided quality assurance for multiple projects.

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		Est. # Hours	=	Total Cost
\$ 96.00	x	520	=	\$49,920.00
ETS Fee (\$300 + .5% of Total Cost)				\$ 549.60
Total TO Cost				\$50,469.60

PROPOSED INDIVIDUAL RESOURCES

Margaret Clement		
Chris Benshoof		
Keith Brown		

PROPOSED SUB-CONTRACTORS

Name	Description of Work	% of Overall Work