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
0080-07-13-010	**2012-0200-0879**	07513210	

5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number
92-0131155		116276

This contract is between the State of Alaska,

8. Department of	Division of	
Labor Workforce Development	Employment Security Division	hereafter the State, and

9. Contractor			
Resource Data Inc.			hereafter the Contractor.
Mailing Address	City	State	ZIP+4
1205 E. International Airport Rd #100	Anchorage	AK	99518

10. **ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service:

2.1 Appendix A (General Provisions), Articles 1 through 18, governs the performance of services under this contract.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins 4/18/13 and ends 12/31/13

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 **#0080-07-13-1**. Payment shall be made upon receipt and approval of detailed invoice(s) by the State of Alaska Project Manager indicated on TOPSRequest **#0080-07-13**.

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 **#0080-07-13**.

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	
		Department/Division Labor & Workforce Development / Employment Security	
Signature of Authorized Representative Lois Hansen	Date 4-18-13	Signature of Head of Contracting Agency or Designee	Date 4/19/13
Typed or Printed Name of Authorized Representative Lois Hansen		Typed or Printed Name Paloma Harbour	
Title Dir. of Business Administration		Title Acting ASD Director	

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 #0080-07-13;**
- **TOPS Response / Cost Proposal #0080-07-13**

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

1. This contract document;
2. TOPS Request #0080-07-13;
3. TOPS Response / Cost Proposal #0080-07-13.

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):

RDI will provide programming, functional testing, assist in UAT, and provide project management to get SAM to be a functional application.

A RDI programmer will work with Microsoft on completing the programming and receiving the transfer of knowledge for SAM. A DOL programmer needs to be available for minimal hours a week to receive knowledge transfer at a high level. The responsibility of completing the functional application remains with Microsoft.

RDI will provide a resource to do functional testing.

There is dependency on DPL to provide the UAT for this application. It is known and accepted that securing resources for this will need an extended time-frame and dependent on availability.

RDI will manage the programming resources both from RDI, DOL, and Microsoft. RDI is also responsible for scheduling meetings, coordinating communication on the project, and providing updates to the stakeholders.

The hardware and software will be provided by DOL's IT department. The platforms for ADFS and SharePoint need to be provided and supported by DOL. Microsoft is constructing the solution on top of these platforms.

The assumption is for this work to facilitate providing a complete functioning application with Microsoft including UAT in preparation for implementation / training (completed by DOL) to a limited number of internal users in DOL.

Contract start date will commence on contract signing and end on 12/31/13 which allows more flexibility due to the dependency for UAT and limited resources from DOL for UAT.

APPENDIX D
PAYMENT FOR SERVICES

Payment for services provided under this contract shall not exceed **$32,320.00** for the period of performance of this contract.

The contractor shall be paid a rate of **$101** 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

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.

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: Resource Data, Inc. (RDI)

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

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GENERAL INSTRUCTIONS

Vendors must use the template set out herein for submission of their response to a TOPS Request Form. Modifications to the format of this template (e.g., altering font size, altering font type, adding colors, adding pictures etc) will cause your response to be rejected.

Please list your experience in the following Categories: Project Approach, Risk Assesement, and Experience/Qualifications.

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 Request. If applicable, please provide your responses to Special Expertise & Experience, and Special Considerations or Constraints areas. Your response may include prior experience, engagements, and/or past performances relative to the department needs and/or requirements as they pertain to the TOPS Request in these sections.

Experience/Qualifications cannot exceed two pages.

PROJECT APPROACH

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

The DOL is implementing a significant change to the interface of its Secure Access Manager (SAM), which involves moving the customer-facing logic from the mainframe to SharePoint. To support this project, the DOL requires assistance developing project management artifacts, managing communications with external entities, helping to coordinate internal and contract staff working on the project, and developing and presenting data to internal and contract developer staff.

To meet these needs, our firm will provide a senior-level project manager with extensive knowledge of the SAM project and DOL standards and procedures to provide project management services including requirements analysis, project planning, project monitoring, team facilitation, project review and documentation, and functional testing. Additionally, we will provide a team of developers for testing and technical support.

PREPARATION AND PROJECT SETUP: Our project manager will meet with DOL management to ensure that all resource requirements have been met, determine the schedule and activities, identify communication processes, prioritize and categorize outstanding subprojects, and secure access to the DOL systems needed to ensure timely delivery.

ANALYSIS AND DESIGN: Our project manager will work with the project team to ensure that the Functional Specifications Document is maintained properly since this documentation is used to identify the project scope.

DEVELOPMENT: In this phase, we will manage and facilitate the development of the SAM application.

TESTING: We will assist and coordinate testing the SAM application.
IMPLEMENTATION: We will assist and coordinate an implementation and deployment plan..

PROJECT CLOSE: Our project manager will host a wrap-up meeting to discuss project accomplishments and lessons learned, and document areas that could be dealt with as future enhancements.

PROJECT MANAGEMENT: Successful projects are well-managed projects. Our project managers adhere to a PMI-based methodology tailored specifically for the needs of IT projects, and we offer clients continuous access to our business system (e.g., timesheets, costs, status reports, issue tracking) to obviate scope, cost, or schedule surprises.

RISK ASSESSMENT

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

RISK: Insufficient Budget
WHY IT IS A RISK: The project may be underfunded.
OUR SOLUTION: Our project manager will work with the State to carefully plan and scope the project, prioritize tasks, and ensure that high-priority tasks are completed first.

RISK: Inadequate User Acceptance
WHY IT IS A RISK: Projects do not succeed without user acceptance.
OUR SOLUTION: We will work with the State to develop a communication plan that prescribes a high level of communication. Users will be involved in early stages in the process, and the schedule will include adequate time for users to review and accept the application.

RISK: Major Personnel Changes
WHY IT IS A RISK: The funds and information lost when key members leave a project team can be fatal.
OUR SOLUTION: Each member of the project team must have a backup. The team must create thorough documentation and update information on a regular basis.

RISK: Instability of Vendors/Contractors
WHY IT IS A RISK: An instable resource at any level will affect the ability to deliver quality products in a timely and cost-effective manner.
OUR SOLUTION: Incorporate in contracts a contingency plan including but not limited to acquiring source code. Allocate time and budget for knowledge transfer. Match DOL standards when possible.

RISK: Lack of Contractor Availability
WHY IT IS A RISK: If contractor staff is not available, the project schedule, scope, and success will suffer.
OUR SOLUTION: Carefully plan and scope the project. Our firm uses a proprietary tool designed specifically to ensure that our team members are available for the hours stated in the TOPS Request. We are willing and able to accommodate whatever schedule DOL uses as the project evolves.

RISK: Availability of Client Resources
WHY IT IS A RISK: If required State resources are unavailable, the contractor will not be able to ensure that quality products are delivered in a timely and cost effective manner.
OUR SOLUTION: We will identify clear expectations for members and managers and regularly review the deliverable schedule. If State resources are not available, the project lead will advise and consult on various options for addressing issues.

RISK: Dependency on Other Systems
WHY IT IS A RISK: The system cannot go live until all systems and interfaces are complete.
OUR SOLUTION: Identify systems and interfaces and monitor their completion dates. Identify resources to coordinate testing between systems.

RISK: Insufficient Training
WHY IT IS A RISK: Without training, users will not be able to use the system to its full capability.
OUR SOLUTION: Include training in the project plan and allocate time as appropriate.

RISK: Long-Term Maintenance and Training Needs
WHY IT IS A RISK: Even after the system goes live, it may be prohibitive to maintain.
OUR SOLUTION: Complete a study to determine maintenance needs and analyze requirements.

RISK: Enhancement Requests
WHY IT IS A RISK: Implementing changes outside the project scope causes slippage and overruns.
OUR SOLUTION: Enhancements must be reviewed through a Change Management Process.

EXPERIENCE/QUALIFICATIONS

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

COMPANY QUALIFICATIONS

1. Our firm has provided software development and support services for dozens of successful critical projects for a number of State agencies, from requirements gathering and project management through design, development, testing, and implementation. We have provided extensive development, project management, and testing services for significant State projects such as the Department of Revenue's Data Entry and Examination (DEX) application to improve tax return processing, and the online PFD application.

2. We have been working with the Department of Labor (DOL) for many years and have gained a tremendous depth of knowledge of the DOL business practices, systems, and culture. Furthermore, our proposed project manager has extensive experience at the DOL. Our project manager and several team members have direct experience working on the SAM project. This hands-on experience with the project will ensure that the DOL's needs are met in an efficient and cost effective manner.

STAFF QUALIFICATIONS

We have selected a highly qualified senior-level project manager/analyst with years of experience on complex State of Alaska and DOL projects to provide project management services for the SAM project. Our backup project manager also has direct experience on the SAM project.

Our project managers' responsibilities include:

-- Senior analysis and problem solving
-- Organizing and leading the project team
-- Communicating with stakeholders and facilitating of decisions
-- Identifying and managing risks and contingencies
-- Defining team roles and responsibilities
-- Defining and managing scope
-- Drafting requests for proposals and evaluating bids
-- Managing timelines and deliverables
-- Developing use case and testing procedures
-- Overseeing implementation and training
-- Monitoring all major aspects of the project
-- Project review and documentation
-- Team facilitation and building
-- Interface with DOL, contractor, and other departments

RELEVANT EXPERIENCE

STATE OF ALASKA DOL: SECURE ACCESS MANAGER PROJECT
Our team has led the development team in the build, test, and documentation processes for moving the Secure Access Manager (SAM) interface from mainframe to SharePoint extranet. We coordinated internal and contractor staff, as well as communications with external entities. Our project manager documented and implemented project plans, and provided general monitoring, facilitation, review, and documentation services.

STATE OF ALASKA DOL: WORKERS' COMPENSATION RE-WRITE PROJECT MANAGEMENT
Our proposed project manager for this TOPS request and several of our other staff have provided project management for a variety of projects surrounding the rewrite of WCD processes, forms, and reports. Our project managers began by interviewing users for business process analysis in preparation for

EXPERIENCE/QUALIFICATIONS (CONT.)

development of a project plan to upgrade the existing worker's compensation system. They supported project plan development, provided internal document review and guidance, and handled regular budget status reporting and invoice approval for the client. As the project progressed, participating project managers facilitated and coordinated contract staff in an agile methodology to analyze, build, and deploy a custom solution for a document and case management system to support the department's workflow and other business needs.

STATE OF ALASKA, DOL: ALASKA LABOR EXCHANGE SYSTEM
The Alaska Labor Exchange System (ALEXsys) was developed in response to an overwhelming need for connectivity between job seekers and employers in the State of Alaska. Our company positioned a large development team consisting of consultants, expert analysts, software developers, and testing leads at the Department of Labor (DOL) offices in Juneau .This team integrated with the DOL team to form one cohesive unit that resulted in the successful rollout of the application.

We assisted DOL with a full gamut of software development expertise. During the final phases of development, our team was tasked with filling the role of test lead, which included detailed planning and the implementation of a testing process, development of a formal test plan, and the management of a large test team.

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
$ 101.00	x	320	=	$32,320.00

ETS Fee ($300 + .5% of Total Cost)	$ 461.60
Total TO Cost	**$32,781.60**

PROPOSED INDIVIDUAL RESOURCES

Maggie Brockhaus	Judie Shaw	Chris Sowa
Michael Podruchny	Darren Jaeckel	Jeff Kelly

PROPOSED SUB-CONTRACTORS

Name	Description of Work	% of Overall Work